

Contract Summary Sheet

Contract (PO) Number: 32130

Specification Number: 121778

Name of Contractor: PARSONS CONSTRUCTION GROUP INC.

City Department: DEPT OF AVIATION

Title of Contract: DESIGN/BUILD SERVICES FOR O'HARE ATS EXPANSION & MODERNIZATION

Term of Contract: Start Date: 5/1/15

End Date: 9/30/19

Dollar Amount of Contract (or maximum compensation if a Term Agreement)(DUR):
\$310,000,000.00

Brief Description of Work: DESIGN/BUILD SERVICES FOR O'HARE ATS EXPANSION & MODERNIZATION

Procurement Services Contract Area: PRO SERVE-AVIATION

Please refer to the DPS website for Contract information under "Doing Business With The City".

Vendor Number: 56968094

Submission Date: 5/5/15

**CITY OF CHICAGO
DEPARTMENT OF AVIATION
O'HARE INTERNATIONAL AIRPORT**

**REQUEST FOR PROPOSALS FOR
DESIGN-BUILD-OPERATE-MAINTAIN SERVICES
FOR O'HARE ATS EXPANSION AND MODERNIZATION**

**PART TWO OF FIVE
DESIGN-BUILD CONTRACT
Volume 1 – General Provisions
(Federally Funded Contract)**

SPECIFICATION NO.: 121778

PROJECT NO.: OH.5173.200.200.50



**CITY OF CHICAGO
Rahm Emanuel
Mayor**



**CHICAGO DEPARTMENT OF AVIATION
Michael D. Boland
Acting Commissioner**

Issued by:

**DEPARTMENT OF PROCUREMENT SERVICES
Jamie L. Rhee
Chief Procurement Officer**

**April 13, 2015
CONFORMED DOCUMENTS**

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INTRODUCTION

This Contract is entered into as of the 1st day of May, 2015 ("Effective Date") by and between Parsons Construction Group, Inc., a Delaware corporation ("Contractor"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Aviation ("City"), at Chicago, Illinois.

The Contractor warrants that it is ready, willing and able to perform as of the effective date of this Contract to the full satisfaction of the City.

NOW, THEREFORE, the City and the Contractor Agree as Follows:

1 ARTICLE 1: INCORPORATION OF EXHIBITS

The following attached Exhibits are made a part of this Contract:

- Exhibit 1: Key Personnel
- Exhibit 2: Schedule of Compensation
- Exhibit 3: Special Conditions Regarding Disadvantaged Business Enterprise Commitment (FHWA, FTA, FAA, and IDOT Funded Professional Services Contracts)
- Exhibit 4: Economic Disclosure Statement ("EDS") and Affidavit
- Exhibit 5: Insurance, Guarantee and Bonding Requirements
- Exhibit 6: General Conditions for Construction Work
- Exhibit 7: Federal-Aid Construction Contract Provisions

2 ARTICLE 2: STANDARD TERMS AND CONDITIONS

2.1 GENERAL PROVISIONS

2.1.1 Definitions

Unless otherwise provided herein, capitalized terms used in this Contract, and not otherwise defined herein, have the respective meanings set forth in Section 2 of the *Special Provisions*.

Italicized terms indicate titles of submittal items or documents. Where terms are defined by only references to sections in the document, it indicates an important concept or requirement of the Contract.

2.1.2 Interpretation of Contract

2.1.2.1 Intent and Precedence

The intent of the Contract is to include all items necessary for the proper execution and completion of the Work by the Contractor.

In the case of a discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:

1. *General Provisions* (GP) of O'Hare ATS Expansion & Modernization Contract, as issued or subsequently amended.
2. *Special Provisions* (SP) of O'Hare ATS Expansion & Modernization Contract, as issued or subsequently amended.
3. *Technical Provisions* (TP) of O'Hare ATS Expansion & Modernization Contract, as issued or subsequently amended.
4. *Reference Drawings* for O'Hare ATS Expansion & Modernization Contract, as issued or subsequently amended.

Notwithstanding the order of precedence set forth in this section, Articles 1 through 4 of these *General Provisions* apply to both the design and build aspects of the Work, whereas Exhibit 6, General Conditions for Construction Work, applies only to on site construction installation Work. In the case of discrepancy or ambiguity between the Exhibits and the Articles of the *General Provisions*, the Articles set forth herein shall prevail.

2.1.2.2 Interpretation and Rules

Unless a contrary meaning is specifically noted elsewhere, the phrases "as required", "as directed", "as permitted", and similar words mean the requirements, directions, and permissions of the Commissioner or Chief Procurement Officer (CPO), as applicable. Similarly, the words "approved", "acceptable", "satisfactory", and similar words mean approved by, acceptable to, or satisfactory to the Commissioner or the CPO, as applicable.

The words "necessary", "proper", or similar words used with respect to the nature or extent of work or services mean that work or those services must be conducted in a manner, or be of a character which is necessary or proper for the type of work or services being provided in the opinion of the Commissioner and the CPO, as applicable. The judgment of the Commissioner and the CPO in such matters will be considered final.

Wherever the imperative form of address is used, such as "provide equipment required" it will be understood and agreed that such address is directed to the Contractor unless the provision expressly states that the City will be responsible for the action.

2.1.2.3 Severability

The invalidity, illegality, or unenforceability of any one or more phrases, sentences, clauses, or sections in this Contract does not affect the remaining portions of this Contract.

2.1.2.4 Entire Contract

The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties.

2.1.3 Subcontracting and Assignment

2.1.3.1 No Assignment of Contract

Pursuant to 65 ILCS 8-10-14, Contractor may not assign this Contract or the *Operations and Maintenance Agreement* ("OMA"), recognizing that Contractor will also be the Consultant under the OMA, without the prior written consent of the CPO and the Commissioner; however, such consent shall not be unreasonably withheld from the Contractor and Contractor/Consultant will not request assignment of the OMA for at least five years after commencement of services under the OMA. Among other reasons, it shall be considered reasonable to withhold consent to assignment of the OMA if the assignee entity does not include the Vehicle and Control Systems Equipment Subcontractor, either as part of the assignee entity or as subcontractor. In no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract or OMA. The Contractor must notify the CPO and the Commissioner, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the CPO's and the Commissioner's discretion.

2.1.3.2 Subcontracts

No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the CPO which consent shall not be unreasonably withheld; but in no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the CPO of the names of all Subcontractors to be used and shall not employ any that the CPO has not approved. Prior to proposing the use of a certain Subcontractor, the Contractor must verify that neither the Subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on City contracts. This information can be found on the City's website:

http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html

Subcontracting of the services or work or any portion of the Contract without the prior written consent of the CPO is null and void. Further, the Contractor will not make any substitution of a previously approved Subcontractor without the prior written consent of the CPO; any substitution of a Subcontractor without the prior written consent of the CPO is null and void.

The Contractor will only subcontract with competent and responsible Subcontractors. If, in the judgment of the Commissioner or the CPO, any Subcontractor is careless, incompetent, violates

safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the Commissioner or the CPO, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for CPO approval.

2.1.3.3 No Pledging or Assignment of Contract Funds Without City Approval

The Contractor may not pledge, transfer, or assign any interest in this Contract or contract funds due or to become due without the prior written approval of the CPO. Any such attempted pledge, transfer, or assignment, without the prior written approval of the CPO is void as to the City and will be deemed an event of default under this Contract.

2.1.3.4 City's Right to Assign

The City expressly reserves the right to assign or otherwise transfer all or any part of its interests in this Contract without the consent or approval of the Contractor; provided that such assignment or transfer is either to a governmental entity, or to a non-governmental entity that will operate Chicago O'Hare International Airport, its parking facilities or its Consolidated Rental Car Facility. In the event that consent or approval of the Contractor is required, it will not be unreasonably withheld.

2.1.3.5 Assigns

All of the terms and conditions of this Contract are binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

2.1.4 Contract Governance

2.1.4.1 Governing Law and Jurisdiction

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. The Contractor hereby irrevocably submits, and will cause its Subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. The Contractor irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Contract in the jurisdiction set forth above.

2.1.4.2 Consent to Service of Process

The Contractor agrees that service of process on the Contractor may be made by registered or certified mail addressed to the applicable office as provided for in Section 2.1.4.8 (Notices) of this Contract or to the agent designated for service of process by this Contract. The Contractor

designates and appoints the representative identified on the signature page hereto under the heading "Designation of Agent for Service Process", as its agent in Chicago, Illinois, to receive on its behalf service of all process (which representative will be available to receive such service at all times), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by the Contractor to the City of the name and address of a new Agent for Service of Process who works within the geographical boundaries of the City of Chicago. Nothing herein will affect the right to serve process in any other manner permitted by law or will limit the right of the City to bring proceedings against the Contractor in the courts of any other jurisdiction.

2.1.4.3 Cooperation by Parties and between Contractors

The Parties hereby agree to act in good faith and cooperate with each other in the performance of this Contract. The Contractor further agrees to implement such measures as may be necessary to ensure that its staff and its Subcontractors will be bound by the provisions of this Contract. The City will be expressly identified as a third party beneficiary in the subcontracts and granted a direct right of enforcement thereunder. City agrees to communicate with only the Contractor on all contractual issues. City may communicate with Subcontractors, with Contractors knowledge, as to matters of coordination or non-contractual issues.

If separate contracts are let for work within or adjacent to the project site as may be further detailed in the Contract Documents, each Subcontractor must perform its services so as not to interfere with or hinder the progress of completion of the work being performed by subcontractors and/or other contractors.

Each contractor and/or subcontractor involved shall assume all liability, financial or otherwise, as set out in its respective contract, and shall protect and hold harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of third party subcontractors and/or other third party contractors working within the limits of its work or services. Each contractor and/or subcontractor shall assume all responsibility for all work not completed or accepted because of the presence and operations of other contractors, except that the Contractor and its subcontractors shall not assume such responsibility to the extent that the Contractor is experiencing delay as a direct result, in the sole opinion of the Commissioner, of any action by the CM@Risk Contractor under the CM@Risk Contract, or its respective subcontractors. Contractor must include a provision in its contracts and agreements with subcontractors giving the City a direct right of action against the subcontractor.

The Contractor must as far as possible, arrange its work and space and dispose of the materials being used, so as not to interfere with the operations of the other contractors within or adjacent to the limits of the project site.

Notwithstanding the foregoing paragraphs in the Section 2.1.4.3, in the event that the Contractor has met its standard of care as set forth in this Contract, and the City is in privity with the other contractor that damaged or delayed, or was damaged or delayed by the Contractor,

the City will enforce its rights under the respective contracts in an effort to resolve any claims or disputes between the Contractor and other contractors.

2.1.4.4 No Third Party Beneficiaries

The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

2.1.4.5 Independent Contractor

This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the City. The rights and the obligations of the parties are only those set forth in this Contract. Contractor must perform under this Contract as an independent contractor and not as a representative, employee, agent, or partner of the City.

This Contract is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Contract constitutes or implies an employer-employee relationship such that:

The City will not be liable under or by reason of this Contract for the payment of any workers' compensation award or damages in connection with the Contractor performing the Services required under this Contract.

Contractor is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

2.1.4.6 Authority

Execution of this Contract by the Contractor is authorized and signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If other than a sole proprietorship, Contractor must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity(ies) rules and procedures.

2.1.4.7 Joint and Several Liability

In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and

every obligation or undertaking herein stated to be fulfilled or performed by Contractor will be the joint and several obligation or undertaking of each such individual or other legal entity.

2.1.4.8 Notices

All communications and notices to the City from the Contractor must be delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the Department of Aviation, with a copy to the Chief Procurement Officer to the following addresses:

Department of Aviation
10510 West Zemke Road, 2nd Floor
Chicago, Illinois 60666
Attn: Commissioner

And Department of Procurement Services
Room 806, City Hall
121 N. LaSalle Street
Chicago, Illinois 60602
Attn: Chief Procurement Officer

A copy of any communications or notices to the City relating to Contract interpretation, a dispute, or indemnification obligations shall also be sent by the same means set forth above to the Department of Law to the following address:

Department of Law
Room 600, City Hall
121 N. LaSalle Street
Chicago, Illinois 60602

All communications and notices from the City to the Contractor, unless otherwise provided for, will be delivered personally, electronically mailed or mailed first class, postage prepaid, to the Contractor care of the name and to the address listed on the Bid Documents' proposal page.

2.1.4.9 Amendments

Following Contract award, no change, amendment, or modification of the Contract Documents or any part thereof, is valid unless stipulated in writing and signed by the Contractor, Mayor, CPO, and Comptroller, unless specifically allowed for by the Contract Documents.

2.1.4.10 No Waiver of Legal Rights

Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the deliverables, nor any extension of time, nor any possession taken by the City, shall operate as a waiver by the City of any portion of the Contract, or of any power herein reserved or any right of the City to damages herein provided.

A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach. Whenever under this Contract the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to either the City's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Contract regardless of the number of time the City may have waived the performance, requirement, or condition.

2.1.4.11 Non-Appropriation of Funds

Pursuant to 65 ILCS 5 / 8-1-7, any contract for the expenditure of funds made by a municipality without the proper appropriation is null and void.

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Contract, then the City will notify the Contractor of that occurrence within a reasonable period of time and this Contract shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted.

No payments will be made to the Contractor under this Contract beyond those amounts appropriated and budgeted by the City to fund payments under this Contract.

2.1.5 Confidentiality

All deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Contract are property of the City and are confidential, except as specifically authorized in this Contract or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions contained in this Contract.

However, Contractor shall not be liable for disclosure of Data if Contractor can establish by clear and convincing evidence that (a) such Data previously became publicly known through no wrongful act or fault of Contractor; (b) such Data was developed by Contractor from public domain sources prior to the time of disclosure to Contractor by the City; or (c) such Data is lawfully received from a third party having the right to disclose it without restriction and without any breach of an agreement between the third party and the City or any sister agency.

Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Contract, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner. For the avoidance of doubt, the foregoing shall not be

deemed to limit the Contractor's ability to use publicly available Project information for business development and general marketing of its company or services, provided that such disclosure does not disparage the City's reputation.

If Contractor is presented with a request for documents by any administrative agency, with a subpoena duces tecum, or other disclosure required by law regarding any records, data or documents which may be in Contractor's possession by reason of this Contract, Contractor must immediately give notice to the Commissioner, CPO and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records or documents are submitted to a court or other third party, unless such notification is not legally permitted. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

In the event that the City receives confidential information of Contractor, the City will have the benefit of the same exceptions to disclosure afforded to Contractor in this section, and may make any disclosure that in the reasonable opinion of the City is legally required under the Illinois Freedom of Information Act or other legal requirement. If Contractor desires to be notified of disclosure, Contractor must affix a prominent notice of confidentiality to the confidential material, which must include information as to where notice may be sent and identify this Contract. The notice should appear on the cover and on each page that contains confidential material. However, the City will not be required to withhold delivery of the information beyond the time legally required, and will not notify Contractor regarding any information that has not been prominently marked.

2.1.6 Indemnity

- A. The Contractor agrees to protect, defend, indemnify, and hold the City, the Commissioner, and their respective officers, officials, representatives, and employees (hereafter "the Indemnified Parties"), free and harmless from and against any and all claims, damages, demands, injury or death, arising out of or being in any way connected with Contractor's negligent performance or non-performance of this Contract or any error or omission or negligent performance or willfully wrongful act of the Contractor or any person employed by the Contractor or any Subcontractor or consultant retained by the Contractor in connection with this Contract, except as otherwise provided in 740 ILCS 35. The indemnification provided herein will be effective to the maximum extent permitted by applicable law. This indemnity extends to all legal costs including without limitation: attorney fees, costs, liens, judgments, settlements, penalties, professional fees, or other expenses incurred by the City, including but not limited to, fines and penalties imposed by public bodies and the reasonable settlement of such claims. This indemnification is not limited by any amount of insurance required under this Contract. Further, the indemnity contained in this section will survive the expiration or termination of this Contract.

To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any losses, including any claim by an employee of Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq or any other law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Pension Code.

- B. The Contractor shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractors, agents, or servants of Contractor even though the claimant may allege that the Indemnified Parties were in charge of the Work or allege negligence on the part of the Indemnified Parties. The City will have the right, at its sole option, to participate in the defense of any such suit, without relieving the Contractor of its obligations hereunder.
- C. "Injury" or "damage" as these words are used in this section will be construed to include, but shall not be limited to, injury or damage consequent upon the failure of or use or misuse by Contractor, its subcontractors, agents, servants, or employees, of any scaffolding, hoist cranes, stays, ladders, supports, rigging, blocking or any and all other kinds of items of equipment, whether or not the same be owned, furnished, or loaned by the indemnified Parties.
- D. The Contractor will promptly provide, or cause to be provided, to the Commissioner and City Corporation Counsel copies of such notices as Contractor may receive of any claims, actions, or suits as may be given or filed in connection with the Contractor's performance or the performance of any Subcontractor and for which the Indemnified Parties are entitled to indemnification hereunder and to give the Indemnified Parties authority, information, and assistance for the defense of any claim or action.

2.1.7 Limitation of Liability

Contractor's aggregate liability towards City for damages under the Contract ("Liability Cap") shall not in any circumstances exceed 100% of the total Contract Price, provided, however, that the following shall be excluded from the Liability Cap:

- A. damages relating to personal injury or death;
- B. damages arising as a result of the gross negligence, willful default or fraud of the Contractor; and
- C. damages paid to the City by way of indemnification of the City for third party claims to the extent such damages arise from the Contractor's negligent performance or non-performance of this Contract, any error or omission or

negligent or willfully wrongful act of the Contractor or of any person employed by the Contractor or of any Subcontractor or consultant retained by the Contractor in connection with this Contract.

With respect only to the scope of the E&M Supply Contract covered by the Parent Company Guarantee, the City shall pursue its remedies under the Parent Company Guarantee in accordance with the terms thereof before making any claims against Contractor or its surety under the Contract, if (i) Contractor fully cooperates with City in pursuing those remedies and (ii) the City, the Contractor and the Vehicle and Control Systems Equipment Subcontractor have agreed to toll any Time Based Defenses as defined and provided in Section 12 of the Parent Company Guarantee.

2.1.8 Consequential Damages

Except as provided in the Special Provisions, Section 9.1 (Liquidated Damages), the City and Contractor agree that they mutually waive any claims for consequential damages. This mutual waiver includes: i) damages incurred by the City for losses of use, income, profit, financing, business and reputation; and for the loss of management or employee productivity or of the services of such persons; and ii) damages incurred by the Contractor for principal office expenses of every sort whatsoever, including, without limitation, the compensation of personnel stationed there; loss of financing; impairment of bonding capacity; loss of business and reputation; loss related to goodwill; and for loss of profit; provided, however that this mutual waiver of consequential damages shall not apply: a) to breaches of the confidentiality and/or intellectual property rights; and b) to the extent such damages defined in this provision are recoverable losses under the insurance required under this Contract.

2.2 COMPENSATION PROVISIONS

2.2.1 Ordering, Invoices and Payment

2.2.1.1 Purchase Orders

Requests for work, services or goods in the form of a Purchase Order will be issued by the Department and sent to the Contractor to be applied against the Contract. The Contractor must not honor any order(s), perform work or services or make any deliveries of goods without receipt of a Purchase Order issued by the City of Chicago. Any work, services, or goods provided by the Contractor without a Purchase Order is made at the Contractor's risk. Consequently, in the event such Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work, services, or goods provided without said Purchase Order.

2.2.1.2 Invoices

If required by the Scope of Work / Detailed Specifications, original invoices must be sent by the Contractor to the Department to apply against the Contract. Invoices must be submitted in accordance with the mutually agreed upon time period with the Department. All invoices must

be signed, dated and reference the City's Purchase Order number and Contract number. A signed work ticket, time sheets, manufacturer's invoice, if applicable, or any documentation requested by the Commissioner must accompany each invoice. If a Contractor has more than one contract with the City, separate invoices must be prepared for each contract in lieu of combining items from different contracts under the same invoice. Invoice quantities, description of work, services or goods, unit of measure, pricing and/or catalog information must correspond to the items on the Proposal Pages of the Bid Documents. If invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date and Price List/Catalog page number on the invoice.

For additional information on invoicing as related to construction installation see Exhibit 2.

2.2.1.3 Address for Invoices

Invoices must be submitted directly to the Department of Aviation by US Postal Service mail to the following address:

Chicago Department of Aviation
10510 W. Zemke Blvd.
P.O. Box 66142
Chicago, IL 60666
Attn: Finance Department

All invoices must be signed, marked "original," and include the following information or payment will be delayed:

- Invoice number and date
- Contract/Purchase Order number
- Blanket Release number (if applicable)
- Vendor name and/or number
- Remittance address
- Name of City Department that ordered the goods or services
- Name and phone number of your contact at the ordering department
- Invoice quantities, commodity codes, description of deliverable(s)
- Amount due
- Receipt number (provided by the ordering department after delivery of goods/services)

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Bid Page(s).

If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice.

Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment.

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made F.O.B., City of Chicago. The City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

2.2.1.4 Payment

The City will process full payment within sixty (60) calendar days after receipt of invoices and all supporting documentation necessary for the City to verify the satisfactory delivery of work, services or goods to be provided under this Contract. The City will process half (50%) payment within thirty (30) calendar days after receipt of invoices and all supporting documentation necessary for the City to verify the satisfactory delivery of work, services or goods to be provided under this Contract.

Contractor may be paid, at the City's option, by electronic payment method. If the City elects to make payment through this method, it will so notify the Contractor, and Contractor agrees to cooperate to facilitate such payments by executing the City's electronic funds transfer form, available for download from the City's website at:

http://www.cityofchicago.org/content/dam/city/depts/fin/supp_info/DirectDepositCityVendor.pdf

The City reserves the right to offset mistaken or wrong payments against future payments.

The City will not be obligated to pay for any work, services or goods that were not ordered with a Purchase Order or that are non-compliant with the terms and conditions of the Contract Documents. Any goods, work, or services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Contractor.

Passage of title will occur at such time as Contractor has been compensated for Final Acceptance. At such time, Contractor shall issue a certificate of title for the System to the City.

2.2.1.5 Electronic Ordering and Invoices

The Contractor will cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to price lists/catalogs, purchase orders, releases and invoices. The electronic ordering and invoice documents will be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic

services. The City reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. Contractor will ensure that the essential information, as determined by the City, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents will be in addition to paper documents required by this Contract, however, by written notice to the Contractor, the City may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

2.2.1.6 City Right to Offset

The City may offset against any invoice from Contractor any costs reasonably incurred by the City as a result of event of default by Contractor under this Contract or otherwise resulting from Contractor's performance or non-performance under this Contract, including but not limited to any credits due as a result of over-billing by Contractor or overpayments made by the City. If the amount offset is insufficient to cover those costs, Contractor is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

2.2.1.7 Records

Upon request the Contractor must furnish to the City such information related to the progress, execution, and cost of the Services. All books and accounts in connection with this Contract must be open to inspection by authorized representatives of the City. The Contractor must make these records available at reasonable times during the performance of the Services and will retain them in a safe place and must retain them for at least five (5) years after the expiration or termination of the Contract.

2.2.1.8 Audits

2.2.1.8.1 City's Right to Conduct Audits

The City may, in its sole discretion, audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year may be deemed an "audited period".

2.2.1.8.2 Recovery for Over-Billing

If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and, depending on the facts, also some or all of the cost of the audit, as follows:

If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Contractor to reimburse the City in accordance with the foregoing is an event of default under this Contract, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

2.2.2 Prompt Payment to Subcontractors

2.2.2.1 Incorporation of Prompt Payment Language in Subcontracts

Contractor must state the requirements of these Prompt Payment provisions in all Subcontracts and purchase orders. If Contractor fails to incorporate these provisions in all Subcontracts and purchase orders, the provisions of this section are deemed to be incorporated in all Subcontracts and purchase orders. Contractor and the Subcontractors have a continuing obligation to make prompt payment to their respective Subcontractors. Compliance with this obligation is a condition of Contractor's participation and that of its Subcontractors on this Contract.

2.2.2.2 Liquidated Damages for Failure to Promptly Pay

Much of the City's economic vitality derives from the success of its small businesses. The failure by Contractors to pay their subcontractors in a timely manner, therefore, is clearly detrimental to the City. Inasmuch as the actual damages to the City due to such failure are uncertain in amount and difficult to prove, Contractor and City agree that the CPO may assess liquidated damages against contractors who fail to meet their prompt payment requirements. Such liquidated damages shall be assessed to compensate the City for any and all damage incurred due to the failure of the Contractor to promptly pay its subcontractors, and does not constitute a penalty. Any and all such liquidated damages collected by the City shall be used to improve the administration and outreach efforts of the City's Small Business Program.

2.2.2.3 Reporting Failures to Promptly Pay

The City posts payments to prime contractors on the web at its "Vendor, Contract, and Payment Search" web page. If the Contractor, without reasonable cause, fails to make any payment to its subcontractors and material suppliers within fourteen (14) days after receipt of payment under a City contract, the Contractor shall pay to its subcontractors and material suppliers, in addition to the payment due them, interest in the amount of 2% per month, calculated from the expiration of the 14-day period until fully paid.

In the event that a Contractor fails to make payment to a subcontractor within the 14-day period required above, the subcontractor may notify the City via an electronic report located at the "City of Chicago Reported Sub-Contractor Payments" web page. The report will require the subcontractor to affirm that (a) its invoice to the contractor was included in the payment request submitted by the contractor to the City and (b) subcontractor has not, at the time of

the report, received payment from the contractor for that invoice. The report must reference the payment number posted on-line by the City in the notice of the payment to the contractor.

Subcontractors are hereby reminded that per Chapters 1-21, "False Statements," and 1-22, "False Claims," of the Municipal Code of Chicago, making false statements or claims to the City are violations of law and subject to a range of penalties including fines and debarment.

2.2.2.4 Action by the City

Upon receipt of an electronic report of a failure to pay, the City will issue notice to the Contractor, and provide the Contractor with an opportunity to demonstrate reasonable cause for failing to make payment within applicable period set forth in the Contract. The CPO, in his or her sole judgment, shall determine whether any cause for non-payment provided by a Contractor is reasonable. In the event that the Contractor fails to demonstrate reasonable cause for failure to make payment, the City shall notify the Contractor that it will assess liquidated damages. Any such liquidated damages will be assessed according to the following schedule:

First Unexcused Report:	\$50
Second Unexcused Report:	\$100
Third Unexcused Report:	\$250
Fourth Unexcused Report:	\$500
Fifth and Each Succeeding Unexcused Report:	\$1,000

The liquidated damages set forth above shall be assessed per unexcused report per contract, i.e., each successive report regarding a Contractor's failure to pay under this Contract will be assessed liquidated damages, regardless of which subcontractor files the unexcused report(s).

By executing this Agreement, Contractor acknowledges and agrees that the City may collect such damages by deducting any amount due to the City from the next payment to be made to the Contractor. In the event that no further payments are due to Contractor, Contractor agrees to promptly pay such liquidated damages as it may owe to the City. Failure to make such payment within thirty (30) days of receipt of notice of the assessment of liquidated damages may result in Contractor being debarred from participating in City contracts for a period of not less than one (1) year.

Contractors are reminded that each unexcused failure to pay promptly is an event of default under the Contract and, in addition to the liquidated damages provided for in this section, is subject to the remedies found in Section 2.6.4. Contractors are further reminded that per Section 2-92-270 of the Municipal Code of Chicago, failure to pay subcontractors as required by law and the Contract may result in the City suspending payments to Contractor and making direct payments to such subcontractors. Any such direct payments shall be from funds due and owing to the Contractor.

2.2.3 Whistleblower Protection

Contractor shall not take any retaliatory action against any subcontractor for reporting non-payment pursuant to this section. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in Section 2.6.4, including termination. In addition to those remedies, any retaliatory action by a Contractor may result in a Contractor being deemed non-responsible for future City contracts or, if, in the sole judgment of the CPO, such retaliatory action is egregious, the CPO may initiate debarment proceedings against the contractor. Any such debarment shall be for a period of not less than one year.

2.2.4 Waiver of Remedies

If the CPO determines that the circumstances pertaining to a Contractor's failure to pay promptly warrant excusing such non-performance, or determines that excusing such non-performance is in the best interests of the City, the CPO may waive any of the remedies provided in this Section 2.2.4. Each such waiver is discrete, non-precedential and does not constitute a waiver of any subsequent remedies against a Contractor who fails to comply with the terms and conditions set forth herein.

2.2.5 Reserved

2.2.6 Retainage

Payments shall be subject to retainage by the City. Reference Exhibit 2.

2.3 COMPLIANCE WITH ALL LAWS

2.3.1 General

Consistent with TP Section 20, Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and as amended whether or not they appear in the Contract Documents.

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract.

Contractor must pay all taxes and obtain all licenses, certificates, and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to also do so. Failure to do so is an event of default and may result in the termination of this Contract.

The Work will be financed in part by Federal funds. All applicable laws as imposed by the TIFIA Loan Agreement shall apply. See also GP Section 2.3.11, TIFIA Loan Compliance with Laws.

2.3.2 Non-Discrimination

2.3.2.1 Federal Affirmative Action

It is an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individuals race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individuals race, color, religion, sex, age, handicap or national origin.

Contractor must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246,30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375,32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086,43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 61 01-61 06 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

2.3.2.2 Illinois Human Rights Act

Contractor must comply with the Illinois Human Rights Act, 775ILCS 5/1-1 01 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 445 Ill. Admin. Code 750 Appendix A.

Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/ 0.01 et seq., as amended; and all other applicable state laws, rules, regulations and executive orders.

2.3.2.3 Chicago Human Rights Ordinance MCC Ch. 2-160

Contractor must comply with the Chicago Human Rights Ordinance, MCC Ch. 2-160, Sect. 2-160-010 et seq., as amended; and all other applicable municipal code provisions, rules, regulations and executive orders.

Contractor must furnish or shall cause each of its Subcontractors to furnish such reports and information as requested by the Chicago Commission on Human Relations.

2.3.2.4 Business Enterprises Owned by People With Disabilities (BEPD) MCC Sect. 2-92-586

As it applies to this Project, it is the policy of the City of Chicago that businesses certified as a BEPD in accordance with MCC Sect. 2-92-337 et seq., Regulations Governing Certification of BEPDs, and all other Regulations promulgated under the aforementioned sections of the MCC; shall have the full and fair opportunities to participate fully in the performance of this Contract.

Contractor shall not discriminate against any person or business on the basis of disability, and shall take affirmative actions to ensure BEPDs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the Contract and may result in the termination of the Contract or such remedy as the City deems appropriate.

For purposes of this section only, the following definitions apply:

"Business Enterprises owned by People with Disabilities" or "BEPD" has the same meaning ascribed to it in MCC Sect. 2-92-586.

"Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

"Construction project" has the same meaning ascribed to it in MCC Sect. 2-92-335.

"Contract" means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement) awarded by the City and whose costs is to be paid from funds belonging to or administered by the City.

"Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

"Earned credit" means the amount of the bid incentive allocated to a contractor upon completion of a contract in which the contractor met or exceeded his or her goals for the utilization of BEPDs in the performance of the contract.

"Earned credit certificate" means a certificate issued by the CPO evidencing the amount of earned credit a contractor has been awarded.

The City shall award a bid incentive to Contractor for utilization of a BEPD as a prime contractor or subcontractor in accordance with the provisions of this section. The bid incentive shall be earned in the performance of the Contract, provided that the bid incentive earned in the performance of the Contract shall only be applied to a future contract.

Where not otherwise prohibited by federal, state, or local law, the City shall allocate to any qualified bidder the following bid incentive for utilization of a BEPD as a prime contractor or subcontractor in the performance of the contract.

<i>% of total dollar contract amount performed by BEPD</i>	<i>Bid incentive</i>
2 to 5%	½% of the contract base bid
6 to 10%	1% of the contract base bid
11% or more	2% of the contract base bid

The bid incentive shall be calculated and applied in accordance with the provisions of this section. The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the contract price.

As part of the contract close-out procedure, if the City determines that the Contractor has successfully met his or her BEPD utilization goals either as a prime contractor or with subcontractors, the City shall issue an earned credit certificate that evidences the amount of earned credits allocated to the Contractor. The Contractor may apply the earned credits as the bid incentive for any future contract bid of equal or less dollar amount. The earned credit certificate is valid for three years from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.

The Contractor may apply the earned credit certificate on multiple future contract bids during the three-year period in which the certificate is valid, but may only receive one bid incentive for bid evaluation purposes on one contract award. If the Contractor applies the earned credit certificate on multiple contract bids and is the lowest responsive and responsible bidder on more than one contract bid, the earned credit certificate shall be applied to the contract bid first to be advertised by the Department of Procurement Services, or if multiple contract bids were advertised on the same date, the earned credit certificate shall be applied only to the contract bid with the greatest dollar value.

The Contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the City.

Full access to the Contractor's and Subcontractor's records shall be granted to the City or any duly authorized representative thereof. The Contractor and Subcontractors shall maintain all relevant records for a period of at least three years after final acceptance of the work.

The City is authorized to adopt, promulgate and enforce reasonable rules and regulations pertaining to the administration and enforcement of this section.

2.3.2.5 Disadvantaged Business Enterprise Commitment

Contractor must abide by the Disadvantaged Business Enterprise commitment requirements specified in Exhibit 3, Special Conditions Regarding Disadvantaged Business Enterprise Commitment (FHWA, FTA, FAA, and IDOT Funded Professional Services Contracts).

2.3.2.6 Compliance with the Americans with Disabilities Act and Other Laws Concerning Accessibility

Contractor covenants that all designs, plans and drawings produced or utilized under this Contract will address and comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility

Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, Contractor must assure that its designs, plans, and drawings comply with the standard providing the greatest accessibility. Also, Contractor must, prior to construction, review the plans and specifications to insure compliance with these standards. If Contractor fails to comply with the foregoing standards, the City may, without limiting any of its remedies set forth in this contract or otherwise available at law, in equity or by statute, require Contractor to perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure

2.3.3 Wages

2.3.3.1 Base Wage Ordinance

MCC Sect. 2-92-610 provides for a base wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers, and clerical workers ("Covered Employees"). Accordingly, pursuant to MCC Sect. 2-92-610 and regulations promulgated thereunder:

if the Contractor has 25 or more full-time employees, and if at any time during the performance of the contract the Contractor and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then the Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in (1) and (2) above are met, and will continue thereafter until the end of the Contract term.

As of July 1, 2013 the Base Wage is \$11.78 / hour. The current rate can be found on the Department of Procurement Services' website. Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four (4) divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.

The Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the City demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith.

Failure to comply with the requirements of this section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three years.

Not-for-Profit Corporations: If the Contractor is a corporation having Federal tax-exempt status under Section 501 (c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions above do not apply.

2.3.3.2 Prevailing Wage Rates

If this Contract calls for the construction of a "public work," within the meaning of Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"), the Act requires Contractors and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at:

<http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

All Contractors and Subcontractors rendering services under a Contract for the construction of a public work must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

If this Contract is federally funded, the Contractor will ensure that it and its Subcontractors comply with the applicable provisions of the Davis-Bacon Act (prevailing wages) Act, 40 U.S.C. sec 276, as amended, and the Copeland (anti-kickback) Act, 18 U.S.C., sec 874, and related regulations and pay such applicable prevailing wage rates. Please refer to:

<http://www.wdol.gov/>

The term general prevailing hourly rate, when used in this requirement will mean the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of a similar character on public works.

As a condition of making payment to the Contractor, the City may require the Contractor to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics, and other workmen employed on this Contract in accordance with Illinois or federal law, as applicable.

2.3.3.3 Davis-Bacon Act

The Contractor agrees to comply and assures compliance with the requirements of 49 U.S.C. § 5333(a), the Davis-Bacon Act, 40 U.S.C. § 276 a(7), and implementing U.S. DOL regulation, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-Construction Contracts Subject to the Contract Work Hours and Safety Standards Act)", 29 C.F.R. Part 5. In addition to other

requirements that may apply, the Contractor agrees to pay wages to laborers and mechanics performing contract work at a rate not less than the minimum wages specified in a wage determination issued by the U.S. Secretary of Labor and not less frequently than once a week. The Contractor agrees to place a copy of the current prevailing wage determination issued by the U.S. DOL in each solicitation for Subcontractor work under the Project, and agrees to refrain from awarding any affected subcontract until the subcontractor agrees to the required wage determination. The Contractor further agrees to report to FAA every suspected or reported violation of the Davis-Bacon Act or its Federal implementing regulations.

2.3.3.4 Multi Project Labor Agreement (PLA)

The City has entered into the PLA with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work, as described in the PLA, a copy of which may be found on the City's website at:

<http://www.cityofchicago.org/dam/city/depts/dps/RulesRegulations/Multi-ProjectLaborAgreement-PLAandSignatoryUnions.pdf>

Contractor acknowledges familiarity with the requirements of the PLA and its applicability to the Work under this Contract, and shall comply in all respects with the PLA.

2.3.4 Economic Disclosure Statement (EDS) and Affidavit

Pursuant to MCC Ch. 2-154 and 65 ILCS 5 / 8-10-8.5 any person, business entity or agency submitting a bid or proposal to or contracting with the City of Chicago will be required to complete the Disclosure of Ownership Interests in the EDS. Failure to provide complete or accurate disclosure will render this Contract voidable by the City.

Contractors must complete an online EDS prior to the Bid Opening Date. See Exhibit 4, Economic Disclosure Statement and Affidavit. Contractors are responsible for notifying the City and updating their EDS any time there is a change in circumstances that makes any information provided or certification made in an EDS inaccurate, obsolete or misleading. Failure to so notify the City and update the EDS is grounds for declaring the Contractor in default, terminating the Contract for default, and declaring the Contractor ineligible for future contracts.

The web link for the Online EDS is:

<https://webapps.cityofchicago.org/EDSWeb>

Contractor makes certain representations and certifications that the City relies on in its decision to enter into a contract. The Laws and requirements that are addressed in the EDS include the following:

2.3.4.1 Business Relationships With Elected Officials MCC Sect. 2-156-030(b)

Pursuant to Section 2-156-030(b) of the Municipal Code it is illegal for any elected official, or any person acting at the direction of such official, to contact either orally or in writing any other

City official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Violation of Section 2-156-030 of the Municipal Code by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in Chapter 2-156 of the Municipal Code.

2.3.4.2 Certifications Regarding Bribery, Debts, and Debarment Pursuant to MCC Sect. 1-23 and 720 ILCS 5 / 33E

The Contractor or each joint venture partner, if applicable, must complete the appropriate subsections in the EDS which certify that the Contractor or each joint venture partner, its agents, employees, officers and any subcontractors (a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; (b) do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1 and (c) are not presently debarred or suspended; Certification Regarding Environmental Compliance; Certification Regarding Ethics and Inspector General; and Certification Regarding Court-Ordered Child Support Compliance.

Contractor, in performing under this contract shall comply with MCC Sect. 2-92-320, as follows:

No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity will be chargeable with the conduct.

One business entity will be chargeable with the conduct of an affiliated agency. Ineligibility under this section will continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the City under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of affiliated agency, and a detailed description of the conditions which would permit the City to reduce, suspend, or waive the period of ineligibility.

2.3.4.3 Federal Terrorist (No-Business) List

Contractor warrants and represents that neither Contractor nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

"Affiliate" means a person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

2.3.4.4 Inspector General and Legislative Inspector General

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General or the Legislative Inspector General in any investigation or hearing, if applicable, undertaken pursuant to MCC Ch. 2-56 or 2-55, respectively. Contractor understands and will abide by all provisions of MCC Ch. 2-56 and 2-55.

All subcontracts must inform Subcontractors of this provision and require understanding and compliance with them.

2.3.4.5 Governmental Ethics Ordinance 2-156

Contractor must comply with MCC Ch. 2-156, Governmental Ethics, including but not limited to MCC Sect. 2-156-120 pursuant to which no payment, gratuity or offer of employment will be made in connection with any City contract, by or on behalf of a subcontractor to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter will be voidable as to the City.

2.3.5 Restrictions on Business Dealings

2.3.5.1 Conflicts of Interest

The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in any enterprise which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder. The Contractor further covenants that in its performance of the Contract no person having any such interest shall be employed. If the City determines that the Contractor does have such a conflict of interest, the City will notify the Contractor in writing, stating the basis for its determination. The Contractor will thereafter have 30 days in which to respond with reasons why the Contractor believes a conflict of interest does not exist. If the Contractor does not respond or if the City still reasonably determines a conflict of interest to exist, the Contractor must terminate its interest in the other enterprise.

2.3.5.2 Prohibition on Certain Contributions, Mayoral Executive Order 2011-4

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractors Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this bid, proposal or Contract by Contractor, (ii) while this Contract or any Other Contract is executory, (iii) during the term of this Contract or any other Contract between Contractor and the City, or (iv) during any period while an extension of this Contract or any other Contract is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

Violation of this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Contractor's bid.

For purposes of this Order:

"City Contractor" means a person who or entity that has submitted a bid for or enters into a Contract with the City.

"Contract" means any agreement with the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Owner" means any person with an ownership or beneficial interest in an entity of more than 7.5%.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

2.3.6 Debts Owed to the City; Anti-Scofflaw, MCC Sect. 2-92-380

In addition to the certifications regarding debts owed to the City in the EDS, Contractor is subject to MCC Sect. 2-92-380.

Pursuant to MCC Sect. 2-92-380 and in addition to any other rights and remedies (including set-off) available to the City under this Contract or permitted at law or in equity, the City will be entitled to set off a portion of the contract price or compensation due under the Contract, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and the amount of any debt owed by the contracting party to the City. For purposes of this section, outstanding parking violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint, and debt means a specified sum of money owed to the City for which the period granted for payment has expired.

However no such debt(s) or outstanding parking violation complaint(s) will be offset from the contract price or compensation due under the contract if one or more of the following conditions are met:

the contracting party has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and debts owed to the City and the Contracting party is in compliance with the agreement; or

the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

2.3.7 Other City Ordinances and Policies

2.3.7.1 False Statements

False statements made in connection with this Contract, including statements in, omissions from and failures to timely update the EDS, as well as in any other affidavits, statements or Contract Documents constitute a material breach of the Contract. Any such misrepresentation renders the Contract voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such a misrepresentation. In addition, the City may debar Contractor, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Contractor pursuant to MCC Sect. 1-21-010).

2.3.7.2 MacBride Principles Ordinance, MCC Sect. 2-92-580

This law promotes fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provides a better working environment for all citizens in Northern Ireland.

In accordance with MCC Sect. 2-92-580, if the primary Contractor conducts any business operations in Northern Ireland, it is hereby required that the Contractor will make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

For those bidders who take exception in competitive bid contracts to the provision set forth above, the City will assess an eight percent (8%) penalty. This penalty will increase their bid price for the purpose of canvassing the bids in order to determine who is to be the lowest responsible bidder. This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.

The provisions of this section will not apply to contracts for which the City receives funds administered by the United States Department of Transportation (USDOT) except to the extent Congress has directed that USDOT not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the DOT.

2.3.7.3 Shakman Accord

The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a Subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

In the event of any communication to Contractor by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Contractor will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to the Contract.

2.3.8 Compliance with Environmental Laws and Related Matters

2.3.8.1 Definitions

For purposes of this section, the following definitions shall apply:

Environmental Agency: An Environmental Agency is any governmental agency having responsibility, in whole or in part, for any matter addressed by any Environmental Law. An

agency need not be responsible only for matters addressed by Environmental Law(s) to be an Environmental Agency for purposes of this Contract.

Environmental Claim: An Environmental Claim is any type of assertion that Contractor or any Subcontractor is liable, or allegedly is liable, or should be held liable, under any Environmental Law, or that Contractor or any Subcontractor has or allegedly has violated or otherwise failed to comply with any Environmental Law. A non-exhaustive list of Environmental Claims includes, without limitation: demand letters, lawsuits and citations of any kind regardless of originating source.

Environmental Law: An Environmental Law is any Law that in any way, directly or indirectly, in whole or in part, bears on or relates to the environment or to human health or safety. A non-exhaustive list of Environmental Laws includes without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., the Clean Air Act, 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. 1251, et seq., the Occupational Safety and Health Act, 29 U.S.C. 651, et seq., the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., the Illinois Health and Safety Act, 820 ILCS 225/.01, et seq., Chapters 7-28 and 11-4 of the Chicago Municipal Code, and all related rules and regulations including without limitation the O'Hare International Spill Response Guide.

Law(s): The word "Law" or "Laws," whether or not capitalized, is intended in the broadest possible sense, including without limitation all federal, state and local: statutes; ordinances; codes; rules; regulations; administrative and judicial orders of any kind; requirements and prohibitions of permits, licenses or other similar authorizations of any kind; court decisions; common law; and all other legal requirements and prohibitions.

Routine: As applied to reports or notices, "routine" refers to a report or notice that must be made, submitted or filed on a regular, periodic basis (e.g., quarterly, annually, biennially) and that in no way arises from a spill or other release or any kind, or from an emergency response situation, or from any actual, possible or alleged noncompliance with any Environmental Law.

2.3.8.2 Joint Ventures

If Contractor or any Subcontractor is a joint venture, then every party to every such joint venture is deemed a Subcontractor for purposes of this section, which is entitled "Compliance with Environmental Laws and Related Matters" and every subsection thereof.

2.3.8.3 Compliance With Environmental Laws

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law relating to performance of this Contract or any other contract between Contractor or any Subcontractor and the City or any sister agency of the City during the time that this Contract is effective is an event of default. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and

other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

2.3.8.4 Costs

Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Contractor or any Subcontractor, with any Environmental Law relating to performance of this Contract, will be borne by the Contractor and not by the City. No provision of this Contract is intended to create or constitute an exception to this provision. The Contractor will not assume liability or responsibility as "generator" for hazardous substances that it did not introduce to the site, except that Contractor is responsible to the extent it negligently performs Work or introduces hazardous substances to the site.

2.3.8.5 Proof of Noncompliance; Authority; Cure

Any final adjudication, whether administrative or judicial, against Contractor or any Subcontractor, for a violation of any Environmental Law relating to performance of this Contract or any other contract between Contractor or any Subcontractor and the City or any sister agency of the City, is sufficient proof of noncompliance, and therefore of an event of default, for purposes of this Contract.

Any citation issued to/against Contractor or any Subcontractor, by any government agent or entity, alleging a violation of any Environmental Law relating to performance of this Contract or any other contract between Contractor or any Subcontractor and the City or any sister agency of the City, is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the citation contains or is accompanied by, or the City otherwise obtains, any evidence sufficient to support a reasonable conclusion that a violation has occurred.

Any other evidence of noncompliance with any Environmental Law relating to performance of this Contract or any other contract between Contractor or any Subcontractor and the City or any sister agency of the City, is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the evidence is sufficient to support a reasonable conclusion that noncompliance has occurred.

The City shall have the authority to determine whether noncompliance with an Environmental Law relating to performance of this Contract or any other contract between Contractor or any Subcontractor and the City or any sister agency of the City has occurred, based on any of the foregoing types of proof. Upon determining that such noncompliance has occurred, s/he may in his/her discretion declare an event of default and may in his/her discretion offer Contractor an opportunity to cure the event of default, such as by taking specified actions, which may include without limitation ceasing and desisting from utilizing a Subcontractor.

The City may consider many factors in determining whether to declare an event of default, whether to offer an opportunity to cure, and if so any requirements for cure, including without limitation: the seriousness of the noncompliance, any effects of the noncompliance, Contractor's and/or Subcontractor's history of compliance or noncompliance with the same or

other Laws, Contractor's and/or Subcontractor's actions or inaction towards mitigating the noncompliance and its effects, and Contractor's or Subcontractor's actions or inaction towards preventing future noncompliance.

2.3.8.6 Copies of Notices and Reports; Related Matters

If any Environmental Law requires Contractor or any Subcontractor to make, submit or file with respect to performance of this Contract any non-Routine notice or report of any kind, to any Environmental Agency or other person, including without limitation any agency or other person having any responsibility for any type of emergency response activity, then Contractor must deliver a complete copy of the notice or report (or, in the case of legally required telephonic or other oral notices or reports, a comprehensive written summary of same) to the Law Department within 48 hours of making, submitting or filing the original report.

The requirements of this provision apply, regardless of whether the subject matter of the required notice or report concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

2.3.8.7 Requests for Documents and Information

If the City requests documents or information of any kind that relate(s) to performance of this Contract or the Project or the City reasonably believes are required in order to comply with the TIFIA Loan Agreement, Contractor must obtain and provide the requested documents and/or information to the City within 5 business days.

Failure to comply with any requirement of this provision is an event of default.

2.3.8.8 Environmental Claims and Related Matters

Within 24 hours of receiving notice of any Environmental Claim relating to performance of this Contract, Contractor must submit copies of all documents constituting or relating to the Environmental Claim to the Law Department. Thereafter, Contractor must submit copies of related documents if requested by the Law Department. In addition, Contractor must notify the City within a reasonable period of time of any Environmental Claim relating to any other contracts between Contractor or any Subcontractor and the City or any sister agency of the City. Failure to comply with any requirement of this provision is an event of default.

2.3.8.9 Preference for Recycled Materials

To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of any work or services, Contractor must use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 CFR Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

2.3.8.10 No Waste Disposal in Public Way MCC 11-4-1600(E)

Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Contract is executory, Contractor's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Contract, constitutes a breach of and an event of default under this Contract, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the City. Such breach and default entitles the City to all remedies under the Contract, at law or in equity.

This section does not limit the Contractor's and its Subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Contract.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Contract, and may further affect the Contractor's eligibility for future contract awards.

2.3.9 Other City of Chicago Ordinances

Contractor shall comply with all applicable City of Chicago Ordinances, including but not limited to the following:

2.3.9.1 Emissions Reduction (MCC 2-92-595)

- A. The Contractor must comply with the Clean Diesel Contracting Ordinance, Section 2-92-595 of the Municipal Code of Chicago.
- B. The Contractor and any Subcontractor(s) must utilize Ultra Low Sulfur Diesel Fuel (ULSD) for any heavy-duty diesel-powered vehicle, non-road vehicle or non-road equipment used in the performance of the Contract.
- C. The Contractor and any Subcontractor(s) must minimize idling of motor vehicles and non-road vehicles used in the performance of the Contract during periods of

inactivity, and must comply with the anti-idling requirements imposed by any applicable federal, state, or local law.

- D. Any heavy-duty diesel vehicles, non-road vehicles and non-road equipment used in the performance of this Contract must incorporate such engine or retrofit technology so that the Contractor, through such engine or retrofit technology used directly by the Contractor and all subcontractors, shall have a minimum of 2.1 clean fleet score per a reporting period, as calculated by using the methodology described in MCC subsection 2-92-595(c)(5). Contractor may exclude from the calculation of the clean fleet score all of the heavy-duty diesel vehicles, non-road vehicles and non-road equipment used in the performance of the contract during a reporting period that are owned or leased by any firm that the CPO has granted a clean fleet score annual waiver certificate pursuant to MCC subsection 2-92-595 (f).
- E. The City may conduct an audit of the Contractor or inspect any vehicle or equipment used in the performance of the Contract to ensure compliance with the requirements specified above. In the event that Contractor or any Subcontractor fails to utilize ULSD or fails to minimize idling or comply with anti-idling requirements, Contractor will be subject to liquidated damages of \$5,000 per day for each violation and each day of noncompliance will be a separate violation; provided, however, the damages will not exceed \$50,000 for any one vehicle or piece of equipment, as specified in Section 2-92-595(e) of the Municipal Code of Chicago. Such liquidated damages are imposed not as a penalty but as an estimate of the damages that the City will sustain from delay in completion of the project and inspection and other enforcement costs, as well as the resultant damages to the public health of its citizens, which damages by their nature are not capable of precise proof. The City is authorized to withhold and deduct from monies otherwise payable to the contractor the amount of liquidated damages due to the City.

Contractor understands that pursuant to Section 2-92-595(e)(6) of the Municipal Code of Chicago, any person knowingly making a false statement of material fact to any City department with respect to compliance with the contract provisions specified in Section 2-92-595(e) of the Municipal Code of Chicago may be fined not less than \$1,000 or more than \$5,000 for each statement.

2.3.9.2 Preference for Recycled Materials

It is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows or should reasonably know to involve corrupt or other unlawful activity by its employees or the employees of any of its subcontractors, in connection with the performance of city work, or by any person dealing with the city which concerns the person's dealings with the city. Knowing failure to make such a report will be an event of default under this Contract.

2.3.10 FHWA Buy America Project Requirements

The ATS Expansion & Modernization Project is part of a Federal-aid project; therefore, FHWA Buy America requirements apply to all steel and iron products and their coatings supplied and permanently incorporated into the project, regardless of the funding source used to purchase the product.

The Contractor shall comply with the requirements of 23 USC 313, "Buy America"; the regulations issued thereunder (23 CFR 635.410); FHWA Buy America rulemakings, orders, policy and guidance/information; and the requirements of this section.

2.3.10.1 Manufactured Products

The FHWA has found it to be in the public interest to waive Buy America requirements on manufactured products, other than steel and iron manufactured products (see FHWA memorandum dated December 21, 2012, titled, "ACTION: Clarification of Manufactured Products Under Buy America", and found at the following link: <http://www.fhwa.dot.gov/construction/contracts/121221.cfm>). The FHWA continues to maintain this standing waiver of Buy America requirements on manufactured products, other than steel and iron manufactured products.

FHWA "manufactured products" definition: The FHWA considers a "manufactured product" to be any item in a Federal-aid highway project [i.e., the ATS Expansion & Modernization project] that must undergo one or more manufacturing processes before the item can be used. A manufactured product may be usable as a stand-alone product, or as a component within a more complex assembly, which would also be considered a manufactured product (source: FHWA policy memorandum HNG-22 dated December 22, 1997, "Buy America Policy Response (Control # HCC-97-070)").

For a manufactured product to be considered subject to Buy America requirements, the product must be manufactured predominantly of steel or iron. The FHWA deems a product to be manufactured predominantly of steel or iron if the product consists of at least 90 percent steel or iron content when it is delivered to the job site for installation. Examples of such products include but are not limited to the following:

- Steel or iron products used in pavements, bridges, tunnels or other structures, which include but are not limited to the following: fabricated structural steel, reinforcing steel, piling, high strength bolts, anchor bolts, dowel bars, permanently incorporated sheet piling, bridge bearings, cable wire/strand, pressing/port-tensioning wire, motor/machinery brakes, and other equipment for moveable structures;
- Guardrail, guardrail posts, end sections, terminals, cable guardrail;

- Steel fencing material, fencing posts;
- Steel or iron pipe, conduit, grates, manhole covers, risers;
- Mast arms, poles, standards, trusses, or supporting structural members for signs, luminaries, or traffic control systems; and
- Steel or iron components of precast concrete products, such as reinforcing steel, wire mesh and pre-stressing or port-tensioning strands or cables.

Accordingly, manufactured products not comprised predominantly of steel or iron are deemed by the FHWA to be covered by the standing waiver on manufactured products and therefore not subject to Buy America requirements.

Additionally, the miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above-listed steel or iron components (or manufactured products that are not predominantly steel or iron) are not subject to Buy America coverage. Examples include but are not limited to cabinets, covers, shelves, clamps, fittings, sleeves, washers, bolts, nuts, screws, tire wire, spacers, chairs, lifting hooks, faucets, door hinges, etc.

No waiver request is required for products covered under this standing waiver.

2.3.10.2 Rolling Stock

Rolling stock (guideway-based vehicles and/or land-based motor vehicles) provided as part of the ATS Expansion & Modernization Project is subject to FHWA Buy America requirements, as follows:

- A) Steel and/or iron in any rolling stock must be 100 percent domestic, with the following exceptions:
 - i) manufactured products not comprised predominantly of steel or iron that are part of any rolling stock have been deemed by the FHWA as not subject to Buy America requirements and covered under the standing waiver on manufactured products; and
 - ii) the miscellaneous steel or iron components, subcomponents, and hardware commonly available off-the-shelf, or as necessary to encase, assemble and construct manufactured products and included in any rolling stock, have been deemed by the FHWA as not subject to Buy America requirements and covered under the standing waiver on manufactured products.
- B) Final assembly of all rolling stock must occur domestically. Final assembly shall include, at a minimum, the installation and interconnection of propulsion control and related cooling equipment, brake equipment, power sources for auxiliaries

and controls, HVAC, communications equipment, bogie/truck assemblies (including axles, frames, motors, suspension, and wheels), and factory functional tests on the vehicles. At the request of the Contractor, the City will provide use of the expanded M&SF building to the Contractor for its rail vehicle final assembly at no cost to the Contractor.

2.3.10.3 FHWA Buy America Certification Requirements

Prior to permanent incorporation of products into the project, the FHWA requires Buy America certification of the products. The Contractor shall adopt an effective certification process to ensure the FHWA Buy America requirements are met. Guidance regarding the FHWA Buy America certification process can be found at:

<http://www.fhwa.dot.gov/federal-aidessentials/companionresources/28buyamerica.pdf>

Language substantially similar to the following is recommended for use in the Contractor's certification process:

'All manufacturing processes for these steel and iron materials, including the application of coatings, have occurred domestically or in the United States.'

The City will conduct delivery/construction reviews of vehicles and other equipment and material provided as part of the Work to verify Contractor's compliance with FHWA Buy America requirements.

2.3.11 TIFIA Loan Compliance with Laws

The Borrower agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Borrower shall require that its contractors and subcontractors comply with applicable laws as they may be amended from time to time:

- A. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);
- B. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;
- D. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such

- order, and implementing regulations (29 C.F.R. §§ 1625- 27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);
- E. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);
 - F. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);
 - G. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);
 - H. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);
 - I. The environmental mitigation requirements and commitments made by the Borrower that result in TIFIA Lender's approval of the Final Environmental Impact Statement (issued pursuant to 42 U.S.C. § 4332(2)(C)) and issuance of the Record of Decision for the Project;
 - J. The Endangered Species Act, 16 U.S.C. §1531, et seq.;
 - K. 23 U.S.C. §138;
 - L. The health and safety requirements set forth in 23 C.F.R. § 635.108;
 - M. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;
 - N. The Buy America requirements set forth in 23 U.S.C. §313 and implementing regulations (23 C.F.R. §635.410);
 - O. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and
 - P. The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

2.3.12 Visual Artists Rights Act

The Contractor will cause any artist who creates a work of visual art to be incorporated in the work to waive any and all rights in the work of visual art that may be granted or conferred on any work of visual art under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") (the "Artwork"). The waiver must include, but is not limited to, the right to prevent the removal, storage, relocation, reinstallation, or transfer of the Artwork. The Tenant acknowledges and will cause the artist to acknowledge that such removal, storage, relocation, reinstallation or transfer of the Artwork may result in the destruction, distortion, mutilation or other modification of the Artwork. Further, Contractor

acknowledges and consents and will cause the artist to acknowledge and consent that the Artwork may be incorporated or made part of a building or other structure in such a way that removing, storing, relocating, reinstalling or transferring the Artwork will cause the destruction, distortion, mutilation or other modification of the Artwork.

Contractor represents and warrants that it will obtain a waiver of Section 106A and Section 113 of the Copyright Act relating to the Artwork as necessary from any employees and subcontractors, or any other artists. Contractor must provide City with copies of any such waivers required by Section 106A and Section 113 of the Copyright Act prior to installation of any Artwork in any real property associated with the project.

2.4 CONTRACT DISPUTES

- A. Procedure for Bringing Disputes to the Department: The Contractor and the Department must attempt to resolve all disputes arising under this Contract in good faith, taking such measures as, but not limited to investigating the facts of the dispute and meeting to discuss the issue(s).

In order to bring a dispute to the Commissioner, Contractor must provide a general statement of the basis for its claim, the facts underlying the claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the claim. By submitting a Claim, the Contractor certifies that:

1. The Claim is made in good faith;
2. The Claim's supporting data are accurate and complete to the best of the person's knowledge and belief;
3. The amount of the Claim accurately reflects the amount that the claimant believes is due from the City; and
4. The certifying person is duly authorized by the claimant to certify the Claim.

The Commissioner shall have 30 days from receipt of the Claim to render a written "final decision of the Commissioner" stating the Commissioner's factual and contractual basis for the decision. However, the Commissioner may take an additional period, not to exceed 10 days, to render the (final decision). If the Commissioner does not render a "final decision of the Commissioner" within the prescribed time frame, then the Claim should be deemed denied by the Commissioner.

- B. Contractor's Request: In the event of any dispute between the Contractor and the Commissioner which the Contractor and the Commissioner have attempted, but been unable, to resolve including without limitation changes, time extensions, claims, allowable costs or any other issues of fact or Contract interpretation based upon, relating to, or arising under the Contract, a request

for resolution must be submitted to the CPO by the Contractor for final determination; however, the default or termination of the Contractor are not matters that may be disputed under this provision of the Contract. The Contractor's failure to submit the dispute within thirty (30) days of final decision of the Commissioner is a waiver of the dispute. The CPO may consider issues of Contract interpretation in connection with decisions to be made in resolving disputes.

- C. Request Requirements: Requests for resolution of disputes must be made by the Contractor in writing, specifically referencing this section, and include: 1) the issue(s) presented for resolution; 2) a statement of the respective positions of the Contractor and Commissioner; 3) the facts underlying the dispute; 4) reference to the applicable provision of the Contract by page and section; 5) the identity of any other parties believed to be necessary to the resolution of the dispute; 6) all documentation which describes and relates to the dispute and 7) if applicable, a statement explaining why the Contractor believes that prior to rendering a final decision, the CPO should meet with the Contractor, Commissioner's representative or any other parties believed to be necessary to the resolution of the dispute. Copies of the request for resolution of the dispute must promptly be provided to the Commissioner on the same day it is given to the CPO. The Commissioner shall have thirty (30) days to respond in writing to the Contractor's submission by supplementing the Contractor's submission or to provide its own submission to the CPO and Contractor. However, the Commissioner may request and the CPO may allow an additional period of time to respond. Failure by the Commissioner to respond shall not be deemed to be an admission of any allegations made in the request for dispute resolution, but may be deemed to constitute a waiver of the opportunity to respond to such allegation(s), if any, at this stage of the dispute. The CPO's decision may thereafter be reached in accordance with such other information or assistance as may be deemed reasonable, necessary or desirable by the CPO.
- D. CPO's Decision: The CPO's final decision shall be rendered in writing no more than thirty-five (35) days after receipt of the response of the Commissioner was filed or was due unless the CPO notifies the Contractor and Commissioner before the end of the thirty-five (35) day period that an additional period is needed for the CPO to respond. The CPO's decision shall be conclusive, final, and binding on all parties unless a judicial determination is sought in accordance with the provisions set forth below.
- E. Implementation of Decision: The CPO's final decision shall be implemented through a Contract Modification which shall be made a part of the Contract with or without the signature of the Contractor if the Contractor refuses to sign the Contract Modification.

- F. Contractor's Remedy: If either the Contractor or Commissioner does not agree with the decision of the CPO, the sole and exclusive remedy is judicial review by a common law writ of certiorari. Unless such review is sought within thirty-five (35) days of receipt of the CPO's decision, all right to seek judicial review is waived.
- G. Contractor's Performance of Work: The Contractor may not withhold performance of and must prosecute any Work required by the Commissioner during the dispute resolution period, including judicial resolution. The Contractor must prosecute all of its Work including any disputed Work with the same diligence and effort as if no dispute existed. The CPO's written determination must be complied with pending final resolution, including judicial resolution of the dispute. Neither the CPO's determination, nor the actions of the Contractor or the Commissioner in connection therewith, nor the continued performance by either party, shall constitute an admission as to any factual and/or legal position in connection with the dispute or a waiver of any rights under the Contract.
- H. Administrative Appeal of Dispute: The Contractor must follow the procedures set out in this Section 2.4, Contract Disputes, and receive the CPO's final decision as a condition precedent to filing a judicial review of the decision.

2.5 CHANGES IN THE WORK

Reference Exhibit 6, General Conditions for Construction Work, Article X.

2.6 EVENTS OF DEFAULT AND TERMINATION

2.6.1 Chief Procurement Officer's Right

The Commissioner may notify and recommend to the CPO that in the Commissioner's opinion the Contractor has committed an event of default. The CPO may, at his or her sole discretion, exercise the right to send the Contractor notice under Section 2.6.3.

2.6.2 Events of Default

In addition to any breach of contract and events of default described within the Contract Documents, the following constitute an event of default:

- A. Contractor's material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City;
- B. Contractor's material failure to perform any of its obligations under this Contract;

- C. Contractor's material failure to perform the Work with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Work;
- D. Contractor's material failure to have and maintain all professional licenses required by law to perform the Work;
- E. Failure to timely perform the Work in accordance with the Contract;
- F. Contractor's material failure to perform in accordance with the Contract Documents, including but not limited to:
 - i). Failure to perform the Work in a manner reasonably satisfactory to the Commissioner or the CPO;
 - ii). Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Work that is rejected as erroneous or unsatisfactory;
 - iii). Failure to pay Subcontractors or material suppliers;
 - iv). Discontinuance of the Work for reasons within Contractor's reasonable control, including, but not limited to, labor, unrest or disputes;
 - v). Failure to update promptly EDS(s) furnished in connection with this Contract when the information or responses contained in it or them is no longer complete or accurate;
 - vi). Contractor's material failure to comply with any other term of this Contract, including the provisions concerning insurance and nondiscrimination; and
 - vii) Contractor's inability to perform the Work satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors that negatively impacts Contractor's ability to pay Subcontractors or perform the Work;
- H. Any change in ownership or control of Contractor without the prior written approval of the CPO, which approval the CPO will not unreasonably withhold;
- I. Contractor's default under any other Contract it may presently have or may enter into with the City during the life of this Contract. Contractor acknowledges and agrees that in the event of a default under this Contract the City may also declare a default under any such other agreements;
- J. Contractor's material failure to comply with applicable Federal, state, local, or Airport safety and security requirements, including, but not limited to, an approved *Project Safety Plan*;

- K. Contractor's repeated or continued violations or significant single violation of City ordinances unrelated to performance under the Contract that in the opinion of the CPO indicate a grossly negligent or willful or reckless disregard for City laws and regulations;
- L. Contractor's use of a subcontractor that is currently debarred by the City or otherwise ineligible to do business with the City;
- M. The Contractor's failure to be licensed as a "General Contractor" as required by Chapter 4-36 of the Chicago Municipal Code, at all times throughout the term of the Contract or Contractor's loss of its general license;
- N. Disqualification as a DBE of the Contractor or any joint venture partner, Subcontractor or supplier if its status as a DBE was a factor in the award of the Contract and such status was misrepresented by the Contractor; and
- O. Contractor's material failure to comply with any other term of this Contract that states an event of default.

2.6.3 Cure or Default Notice

The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default.

The CPO will give Contractor written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted due to an applicable law, a default notice ("Default Notice").

If a Cure Notice is sent, the CPO will give Contractor an opportunity to cure the default within a specified period of time, which will be for a minimum of three (3) days for critical items and a minimum of ten (10) days for non-critical items, except as required by any applicable environmental law. The period of time allowed by the CPO to cure will depend on the nature of the event of default and the Contractor's ability to cure. In all other circumstances the event of default may be of such a nature that it cannot be cured. Failure to cure within the specified time may result in a Default Notice to the Contractor. If the CPO receives written notification from the Commissioner that the Contractor has not cured the default set out in the notice within the ten (10) day cure period, the CPO may declare that the Contractor is in default.

Whether to issue the Contractor a Default Notice is within the sole discretion of the City and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Contract.

If the CPO issues a Default Notice, the CPO will also indicate any present intent the CPO may have to terminate this Contract. The decision to terminate is final and effective upon giving the notice. Written notification of notice to cure and declaration of default shall be provided to the Contractor and surety by the CPO. The failure of the CPO to default the Contractor within ten (10) days does not waive the City's right to terminate the Contract pursuant to the cure notice.

If the CPO decides not to terminate, this decision will not preclude the CPO from later deciding to terminate the Contract in a later notice, which will be final and effective upon the giving of the notice or on such later date set forth in the Default Notice. Further, any failures identified as an event of default shall be grounds for termination to the extent that they are material failures.

When a Default Notice with intent to terminate is given, Contractor must discontinue any Work, unless otherwise directed in the notice.

2.6.4 Remedies

After giving a Default Notice, the City may invoke any or all of the following remedies:

- A. The right to have all materials as may have been accumulated in performing this Contract, whether completed or in progress, delivered to the City.
- B. The City may use the Contractor's Subcontractors, material and equipment to complete the Work. Upon the City's notification to the Contractor that it intends to invoke this remedy, any and all rights that the Contractor may have in or under its subcontracts must be assigned to the City based upon the collateral assignment required by Exhibit 6, Section V.C. The City will have no liability to Subcontractors for work performed by Subcontractors prior to the effective date of the collateral assignment required by Exhibit 6, Section V.C, and Subcontractors shall look solely to Contractor for any compensation or other obligations arising under the respective subcontract prior to such date. The only obligations accepted by the City under such Subcontracts shall be to pay for Work satisfactorily performed after the date of the assignment and such other obligations which the City may accept in its sole discretion. In the event that a conditional assignment has not been executed, the Contractor must execute or cause to be executed any assignment, agreement, or other document which may be necessary, in the reasonable opinion of City's legal counsel, to evidence or effect compliance with this provision. The Contractor must promptly deliver such documents upon the City's request. In the case of any Subcontract so assigned and accepted by the City, the Contractor shall remain liable to the Subcontractors for any payment already invoiced to and paid by the City, and for any claim, suit, or cause of action based on or the result of any error, omission, negligence, fraud, willful or intentionally tortuous conduct, or any other act or omission, or breach of Contract by the Contractor, its officers, employees, agents, and other Subcontractors, arising prior to the date of assignment to the City, when such claim, suit, or cause of action has not been discharged, disposed of, or otherwise resolved as of that date. The Contractor must notify its Subcontractors of these requirements.
- C. The right to terminate this Contract as to any or all of the Work yet to be performed effective at a time specified by the City. In the event of termination, all costs and changes incurred by the City, together with the cost of completing

the Work, will be deducted from any moneys due or which may become due to the Contractor. In case the expense so incurred by the City will be less than the sum which would have been payable under the Contract, if it had been completed by the Contractor and had not been forfeited by the Contractor, then the Contractor shall be entitled to receive the difference, subject to any claims or liens thereon, which may have been filed or any prior assignment filed with the City. In case the expense incurred by the City will exceed the sum which would have been payable under the Contract, the Contractor and the surety will be liable and will pay to the City the amount of such excess. For the avoidance of doubt, such excess is subject to Section 2.1.7 (Limitation of Liability).

- D. The right to seek specific performance, an injunction or any other appropriate equitable remedy.
- E. The right to seek money damages, including but not limited to all expert witness or other consultant fees, court costs, and reasonable attorney's fees which the City may incur in connection with any claim, suit, or action based upon, related to, or arising from, directly or indirectly, an Event of Default hereunder.
- F. The right to withhold Contractor's compensation under this Contract and the right of set off against payments due or to become due to the Contractor or the retention, in each case up to 200% of the value of the alleged default or amount in dispute.
- G. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

2.6.5 Non-Exclusivity of Remedies

The remedies under the terms of this Contract are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

2.6.6 City Reservation of Rights

If the CPO considers it to be in the City's best interests, the CPO may elect not to declare default or to terminate this Contract. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Work despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Contract, nor does the City waive or relinquish any of its rights.

2.6.7 Early Termination

The City may terminate this Contract, in whole or in part, at any time by a notice in writing from the City to the Contractor. The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later.

No costs incurred after the effective date of the termination are allowed unless the termination is partial. Immediately upon receipt of such notice, the Contractor must then provide similar written notice to the affected Subcontractor(s); whereupon such Contractor and Subcontractor(s) must, except for services necessary for the orderly termination of the Work: (i) stop all Work and place no further order or Subcontracts for materials, services, equipment or supplies; (ii) assign to the City, in the manner and to the extent directed, all of the rights of the Contractor(s) under work orders, purchase orders and Subcontracts or sub-subcontracts relating to the portion of the Work that has been completed; (iii) terminate work orders, purchase orders, and Subcontracts outstanding to the extent that they relate to the Work and are not assigned to the City; (iv) take any action necessary to protect property in the Contractor's possession in which the City has or may acquire an interest; and (v) take any other action toward termination of the Work which the City may direct.

Contractor's compensation for all Work performed prior to the effective date of termination shall be on the same basis as provided in this Contract, but Contractor shall not be entitled to any lost profits on Work that was terminated. The City shall also pay Contractor for any materials or equipment that were ordered in accordance with the approved Baseline CPM Schedule prior to Contractor's receipt of the notice of termination and that could not be cancelled, provided that the materials and equipment are delivered to the City and are found acceptable. If the Contractor disputes the amount of compensation determined by the City to be due Contractor, then the Contractor must initiate dispute settlement procedures in accordance with the Disputes provision.

If the City's election to terminate this Contract for default pursuant to the default provisions of the Contract is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be deemed to be an early termination pursuant to this Early Termination provision.

2.7 DEPARTMENT-SPECIFIC REQUIREMENTS

Contractor must comply with the relevant user Department's specific requirements in the performance of this Contract if applicable.

2.7.1 Department of Aviation Standard Requirements

For purposes of this section "Airport" refers to either Midway International Airport or O'Hare International Airport, which are both owned and operated by the City of Chicago.

2.7.1.1 Confidentiality of Airport Security Data

Contractor has an ongoing duty to protect confidential information, including but not limited to any information exempt from disclosure under the Illinois Freedom of Information Act such as information affecting security of the airport ("Airport Security Data"). Airport Security Data includes any Sensitive Security Information as defined by 49 CFR Part 1520. Contractor acknowledges that information provided to, generated by, or encountered by Contractor may include Airport Security Data. If Contractor fails to safeguard the confidentiality of Airport Security Data, Contractor is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All Subcontracts or purchase orders entered into by the Contractor, with parties providing material, labor or services to complete the Work, must contain the language of this section. If the Contractor fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

2.7.1.2 Aviation Security

This Contract is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges.) Contractor, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Contractor, Subcontractors, their respective employees, invitees and all other persons under the control of Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Contract with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

Gates and doors that permit entry into restricted areas at the Airport must be kept locked by Contractor at all times when not in use or under Contractor's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner without delay and must be kept under constant surveillance by Contractor until the malfunction is remedied.

2.7.1.3 Airport Security Badges

As part of airport operations and security, the Contractor must obtain from the airport badging office Airport Security Badges for each of his employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control and will require airside access, which must

be visibly displayed at all times while at the airport. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive Airport Security Badges. Additional forms and tests may be required to obtain Airport Drivers Certification and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his discretion, including but not limited to name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing the form for each employee and subcontractor's employee who will be working at the Airport and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one day of request, the personnel file of any employee who will be working on the project.

As provided in Aviation Security above, in order for a person to have an Airport Security Badge that allows access to the airfield or aircraft, a criminal history record check (CHRC) conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

Airport Security Badges, Vehicle Permits and Drivers Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Contractor will be jointly and severally liable for any fines imposed on its employees or its Subcontractors employees.

In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Drivers Licenses must be adhered to:

- A. Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the airport.
- B. All individuals operating a vehicle on the Aircraft Operations Area (AOA) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operators Driver's License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Drivers Permit.
- C. All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.
- D. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.

- E. The Contractors personnel who function as supervisors, and those that escort the Contractors equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

2.7.1.4 General Requirements Regarding Airport Operations

2.7.1.4.1 Priority of Airport Operations

Where the performance of the Contract may affect airport operation, the Contractor must cooperate fully with the Commissioner and his representatives in all matters pertaining to public safety and airport operation. Whether or not measures are specifically required by this Contract, the Contractor at all times must maintain adequate protection to safeguard aircraft, the public and all persons engaged in the work and must take such precaution as will accomplish such end, without interference with aircraft, the public, or maintenance and operations of the airport.

The Contractor's attention is drawn to the fact that airport facilities and infrastructure, including but not limited to runways, taxiways, vehicular roadways, loadways, loading aprons, concourses, holdrooms, gates, and passenger right-of-ways, are being used for scheduled and unscheduled civilian air transportation. Arrivals and departures are under the control of the FAA control tower(s). Use of the Airport for air transportation takes precedence over all of the Contractor's operations. No extra compensation will be allowed for any delays brought about by the operations of the Airport which require that Contractor's work must be interrupted or moved from one part of the work site to another.

2.7.1.4.2 Interruption of Airport Operations

If Contractor requires interruption of Airport facilities or utilities in order to perform work, Contractor must notify the Deputy Commissioner in charge of the project at least five (5) working days in advance of such time and must obtain the Deputy Commissioner's approval prior to interrupting the service. Interruption of service must be kept to an absolute minimum, and to the extent practicable the work which occasions such interruptions must be performed in stages in order to reduce the time of each interruption. In case of interruptions of electrical services, service must be restored prior to sunset of the same day.

Prior to start of work, the Contractor must request of the Deputy Commissioner in charge of the project to provide specific requirements and instructions which are applicable to the particular work site areas, including, but not limited to, areas available for storage of any equipment, materials, tools and supplies needed to perform the work. Contractors must advise the Deputy Commissioner in charge of the project of the volume of equipment, materials, tools, and supplies that will be required in the secured areas of the airport in order to make arrangements for inspection of such equipment, materials, tools, and supplies at a security checkpoint.

2.7.1.4.3 Safeguarding of Airport Property and Operations

The Contractor must not permit or allow its employees, subcontractors, material men, invitees or any other persons over whom Contractor has control to enter or remain upon, or to bring or permit any equipment, materials, tools, or supplies to remain upon any part of the work site if any hazard to aircraft, threat to airport security, or obstruction of airport maintenance and operations, on or off the ground, would be created in the opinion of the either the Commissioner or the Deputy Commissioner. Contractors must safeguard, and may be required to account for, all items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

2.7.1.4.4 Work on the Airfield

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with red obstruction lights acceptable to the Commissioner and in conformity with all FAA requirements, including Advisory Circular 150/ 5345-43F. All obstruction lights must be kept continuously in operation between sunset and sunrise 7 days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than 5 miles. Information on ceiling and visibility may be obtained by the Contractor on request at the office of the Deputy Commissioner of Operations or from the FAA Control Tower Operator. Proper compliance with these obstruction light requirements is essential to the protection of aircraft and human life and the Contractor has the responsibility of taking the initiative at all times to be aware of ceiling and visibility conditions, without waiting for the FAA Control Tower Operator or any other City representative to ask the Contractor to post obstruction lights.

For any work on the airfield, the Contractor must furnish aircraft warning flags, colored orange and white, in two sizes, one size 2' x 3' for hand use, and one size 3' x 5'. Each separate group or individual in all work areas, regardless of whether or not near runways, taxiways or aprons, must display a flag which must be maintained vertical at all times. Each truck or other piece of equipment of the Contractor must have attached to it, in a vertical and clearly visible position, a warning flag of the larger size. Except as otherwise agreed by the Commissioner or his designee, all cranes or booms used for construction work on the airfield must be lowered to ground level and moved 200 feet off the runways, taxiways and aprons during all hours of darkness and during all daylight hours when the aircraft ceiling is below the minimums specified in this section.

The Contractor acknowledges the importance of fully complying with the requirements of this section in order to protect aircraft and human life, on or off the ground. Failure on the part of the Contractor to perform the work in accordance with the provisions of this section and to enforce same with regard to all subcontractors, material men, laborers, invitees and all other persons under the Contractor's control is an event of default.

2.7.1.4.5 Parking Restrictions

Prior to commencing work, the Contractor must provide the Deputy Commissioner in charge of the project with an estimate of the number of vehicles that will require parking. Contractors are encouraged to provide employee parking elsewhere and shuttle their employees to the work site. The Department of Aviation may, but is not required to, provide parking areas for a limited number of vehicles in designated storage areas. All other vehicles must be parked in the public parking lots at the Airport, and there will be no reduced rate or complimentary parking for such vehicles. Employees must not, at any time, park their personal automobiles, no matter how short the duration, in any drive, road, or any other non-parking lot location at the airport. Such vehicles will be subject to immediate towing at the employees expense.

3 ARTICLE 3: SPECIAL CONDITIONS FOR PROFESSIONAL SERVICES CONTRACTS

3.1 PROVIDING SERVICES

The Contractor must not honor any verbal requests for Services or perform or bill for any Services without receipt of a written Purchase Order issued by the Department. Any work performed by the Contractor without a written Purchase Order is done at the Contractor's risk. Consequently, in the event a written Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work performed provided without a Purchase Order.

3.2 STANDARD OF PERFORMANCE

Contractor must perform all Services required of it under this Contract with that degree of skill, care and diligence normally shown by a Contractor in the APM industry performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Contract. Contractor acknowledges that it may be entrusted with or may have access to valuable and confidential information and records of the City and only with respect to protecting the confidentiality of that information, Contractor agrees to be held to the standard of care of a fiduciary.

Contractor must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide the City copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Contract.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical

accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Contract, at law or in equity.

Contractor shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with construction work performed by others.

To the extent they exist, the City may furnish structural, mechanical, chemical, air, and water pollution and hazardous materials tests, and other laboratory and environmental tests, inspections, and reports required by law or by authorities having jurisdiction over any work, or reasonably requested by Contractor.

In the event Contractor's Services include any remodeling, alteration, or rehabilitation work, City acknowledges that certain design and technical decisions shall be made on assumptions based on available documents and visual observations of existing conditions.

3.3 DELIVERABLES

In carrying out its Services, Contractor must prepare or provide to the City various Deliverables. "Deliverables" include work product, produced by Contractor, including but not limited to written reviews, reports, recommendations, charts, analysis, designs, plans, specifications, drawings, or other similar products, including the CDRL as specified in SP Section 8 and Drawing Submittals as specified in Exhibit 6, Section XI.C.

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Contract or reasonably necessary for the purpose for which the City made this Contract. If the City determines that Contractor has failed to comply with the foregoing standards, the City has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Contract.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose for the benefit of the City and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Contract and the City's acceptance of partial or incomplete Deliverables in no way relieves Contractor of its commitments under this Contract.

3.4 ADDITIONAL SERVICES

Additional Services means those services which are within the general scope of services of this Contract and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Contract. Any Additional Services requested by the City require the approval by the Commissioner pursuant to SP Section 12 and Exhibit 6, Article X, before Contractor is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

3.5 TIMELINESS OF PERFORMANCE

Contractor must provide the Services and Deliverables within the term and within the time limits required under this Contract, pursuant to Special Provisions or as specified in the applicable Task Order or Purchase Order. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits may result in economic or other losses to the City.

Neither Contractor nor its agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City, except as otherwise provided in this Contract.

3.6 DELAYS

Reference Exhibit 6, General Conditions for Construction Work, Article VIII.

3.7 SUSPENSION

The City may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Contractor upon written notice by the CPO and such equitable extension of time as may be mutually agreed upon by the CPO and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions of this Contract.

No suspension of this Contract is permitted in the aggregate to exceed a period of 180 days within any one year of this Contract. If the total number of days of suspension exceeds 180 days, Contractor by written notice to the City may treat the suspension as an early termination of this Contract under the "Standard Terms and Conditions".

3.8 PERSONNEL

3.8.1 Adequate Staffing

Contractor must, upon receiving a fully executed copy of this Contract, assign and maintain during the term of this Contract and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. The level of staffing may be revised from time to time by notice in writing from Contractor to the City with a detailed explanation and/or justification only with prior written consent of the Commissioner, which consent the Commissioner will not withhold unreasonably. The City may also from time to time request that the Contractor adjust staffing levels to reflect workload and level of required Services or Additional Services.

3.8.2 Key Personnel

In selecting the Contractor for this Contract the City relied on the qualifications and experience of those persons identified by Contractor by name as performing the Services ("Key Personnel"). Contractor must not reassign or replace Key Personnel without the written consent of the Commissioner, which consent the Commissioner will not unreasonably withhold. The Commissioner may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Contract by one or more Key Personnel, provided that such determination is based on reasonable cause. Upon that notice Contractor must immediately suspend the services of such person(s) and provide a replacement of comparable qualifications and experience who is acceptable to the Commissioner. Contractor's Key Personnel, if any, are identified in Exhibit 1.

3.8.3 Salaries and Wages

Contractor and any subcontractors must pay all salaries and wages due all employees performing Services under this Contract unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Contract Contractor underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Contract and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this paragraph is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

3.9 OWNERSHIP OF PROPERTY

Reference Exhibit 6, General Conditions for Construction Work, Article III, Part G.

3.10 OWNERSHIP OF DOCUMENTS

Except as otherwise agreed to in advance by the Commissioner in writing, all Deliverables, data, findings or information in any form prepared or provided by Contractor or provided by City under this Contract are property of the City, including all copyrights inherent in them or their preparation. During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables, data, findings or information while in Contractor's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at Contractor's expense. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed to be a transfer of rights which are not owned by Contractor.

3.11 COPYRIGHT OWNERSHIP AND OTHER INTELLECTUAL PROPERTY

Contractor and the City intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the City's instance and expense under this Contract are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq., and that the City will be the sole copyright owner of the Deliverables and of aspects, elements and components of them in which copyright can subsist, and which are owned and transferable by, and of all rights to apply for copyright registration or prosecute any claim of infringement. To the extent that any Deliverable does not qualify as a "work made for hire", Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyright and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Contract and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed as a transfer of rights, which are not owned by Contractor. Contractor shall have no liability or duty whatsoever for any modification or change of the Deliverables or work, without Contractor's direct involvement and consent.

Contractor will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that, on the date of delivery, except as expressly stated otherwise in writing to the Commissioner or before that date: (a) Contractor will be the lawful owner of good and marketable title in and to the copyrights for the Deliverables it prepared, (b) Contractor will have the legal rights to fully assign the copyrights, (c) Contractor will not assign any copyrights and will not grant any licenses, exclusive or nonexclusive, to any other party (except pursuant to (3) below), (d) Contractor is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables, (e) the Deliverables will be complete, entire and comprehensive and (f) the Deliverables will constitute works of original authorship.

3.11.1 Patents

If any invention, improvement, or discovery of the Contractor or its Subcontractors is conceived or first actually reduced to practice during performance of or under this Contract and as a direct result of an idea, concept or recommendation of the City, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor must notify the City immediately and provide the City a detailed report regarding such invention, improvement, or discovery. If the City or the Federal Government determines that patent protection for such invention, improvement, or discovery should be sought, Contractor agrees to fully cooperate with the City and Federal Government as the City and Federal Government seek patent protection for such invention, improvement, or discovery. The

Contractor must transfer to the City, at no cost, the patent in any invention, improvement, or discovery developed for use at O'Hare International Airport under this Contract and/or any patent rights to which the Contractor purchases ownership with funds provided to it under this Contract.

3.12 INSURANCE

Contractor must provide and maintain at Contractor's own expense, during the term of this Contract and any time period following expiration if the Contractor is required to return and perform any of the work or services under this agreement, the insurance coverages and requirements specified in Exhibit 5, Insurance, Guarantee and Bonding Requirements of this Contract, insuring all operations under this Contract.

3.13 SERVICES AND USE OF SITE

Reference Exhibit 6, General Conditions for Construction Work, Article XIV.

4 ARTICLE 4: SCOPE OF WORK AND DETAILED SPECIFICATIONS

4.1 SCOPE OF SERVICES

This Contract is for the complete design, fabrication, assembly, factory testing, construction, installation and on-site integration, test and demonstration, and implementation of the Automated People Mover at Chicago O'Hare International Airport. More specifically, the Services that Contractor must provide are described in the SP, TP, and Reference Drawings.

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Contract.

4.2 TERM OF PERFORMANCE

This Contract takes effect as of the Effective Date, continues for the duration as specified in SP Section 4.3, and through Final Acceptance of the Work as set forth in SP Section 8.7.2.

4.3 PAYMENT

4.3.1 Basis of Payment

The City will pay Contractor according to the Schedule of Compensation in the attached Exhibit 2 for the completion of the Services in accordance with this Contract, including the standard of performance found in "Special Conditions for Professional Services Contracts," above.

4.3.2 Method of Payment

Contractor must submit monthly invoices to the City for costs billed, as outlined in the Schedule of Compensation in Exhibit 2. The invoices must be in such detail as the City requests. The City

will process payment within 60 days after receipt of invoices and all supporting documentation necessary for the City to verify the Services provided under this Contract.

4.4 FUNDING

The source of funds for payments under this Contract is Fund number 86-751-85-4971-9071-C2011-C201171E. Payments under this Contract must not exceed \$310,000,000.00 without a written amendment in accordance with the Amendments section of the "Standard Terms and Conditions" above. Funding for this Contract is subject to the availability of funds and their appropriation by the City Council of the City.

CONTRACT SIGNATURE PAGE

Contract (PO) Number: 32130
Specification Number: 121778
Contractor's Name: Parsons Construction Group, Inc.
Total Amount (Value): \$310,000,000.00
Fund Chargeable: 86-751-85-4971-9071-C2011-C201171E

Contractor:

By:

Signature of President or Authorized Representative

Its:

Title

Attest:

State of Colorado

County of Adams

This instrument was acknowledged before me on this 15th day of April, 2015 by

Garry Higdon as President (or other authorized officer) and

_____ as Secretary of _____ (Corporation Name).

(Seal)

Judith Schek

Notary Public Signature

Commission Expires: May 18, 2019

JUDITH SCHEK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20114028630
COMMISSION EXPIRES MAY 18, 2019

CITY OF CHICAGO

Rahm Emanuel 4/28/15

Mayor

Date

[Signature]

4/27/15

Comptroller

APR 28 2015

Chief Procurement Officer R3 Date

PARSONS CONSTRUCTION GROUP INC.

BYLAWS

ARTICLE I

OFFICES

Section 1. The registered office shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. The Corporation may also have offices at such other places both within and without the State of Delaware as the board of directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. All meetings of stockholders for the election of directors shall be held in the City of Pasadena, State of California, at such place as may be fixed from time to time by the board of directors, or at such other place either within or without the State of Delaware, as shall be designated from time to time by the board of directors and stated in the notice of the meeting. Meetings of stockholders for any other purpose may be held at such time and place, within or without the State of Delaware, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of stockholders, commencing with the year 2006 shall be held on the third Tuesday in May if not a legal holiday, and if a legal holiday, then on the next secular day following at 10:00 A.M., or at such other date and time as shall be designated from time to time by the board of directors and stated in the notice of the meeting, at which they shall elect by a plurality vote a board of directors and transact other business as may properly be brought before the meeting.

Section 3. Written or printed notice of the annual meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting.

Section 4. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least 10 days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting,

arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 5. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the president and shall be called by the president or secretary at the request in writing of a majority of the board of directors, or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the Corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Section 6. Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given not less than 10 nor more than 60 days before the date of the meeting, to each stockholder entitled to vote at such meeting.

Section 7. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 8. The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 9. When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the certificate of incorporation, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 10. Unless otherwise provided in the certificate of incorporation each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after 3 years from its date, unless the proxy provides for a longer period.

Section 11. Unless otherwise provided in the certificate of incorporation, any action required to be taken at any annual or special meeting of the stockholders of the Corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III

DIRECTORS

Section 1. The number of directors which shall constitute the whole board of the Corporation shall be not less than 1 nor more than 5. The first board shall consist of 3 directors. Thereafter, within the limits above specified, the number of directors shall be determined by the board of directors or by the stockholders at the annual meeting. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Vacancies and newly created directorships resulting from any increase in the number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next

annual election and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of the directors may be held in the manner provided by statute. If, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole board (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or stockholders, holding at least 10 percent of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

Section 3. The business of the Corporation shall be managed by or under the direction of its board of directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the articles of incorporation or by these bylaws directed or required to be exercised or done by the shareholders.

MEETINGS OF THE BOARD OF DIRECTORS

Section 4. The board of directors of the Corporation may hold meetings, both regular and special, either within or without the State of Delaware.

Section 5. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the stockholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. In the event of the failure of the stockholders to fix the time or place of such first meeting of the newly elected board of directors, or in the event such meeting is not held at the time and place so fixed by the stockholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the board of directors, or as shall be specified in a written waiver signed by all of the directors.

Section 6. Regular meetings of the board of directors may be held without notice at such time and at such place as shall from time to time be determined by the board.

Section 7. Special meetings of the board may be called by the president on 2 days' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors unless the board consists of only one director; in which

case, special meetings shall be called by the president or secretary in like manner and on like notice on the written request of the sole director.

Section 8. At all meetings of the board a majority of the directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the board of directors, except as may be otherwise specifically provided by statute or by the certificate of incorporation. If a quorum shall not be present at any meeting of the board of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 9. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof may be taken without a meeting, if all members of the board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the board or committee.

Section 10. Unless otherwise restricted by the certificate of incorporation or these bylaws, members of the board of directors, or any committee designated by the board of directors, may participate in a meeting of the board of directors, or any committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

COMMITTEES OF DIRECTORS

Section 11. The board of directors may, by resolution passed by a majority of the whole board, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member.

Any such committee, to the extent provided in the resolution of the board of directors, shall have and may

exercise all the powers and authority of the board of directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but not such committee shall have the power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholders a dissolution of the Corporation or revocation of a dissolution, or amending the bylaws of the Corporation; and, unless the resolution or the certificate of incorporation expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock or to adopt a certificate of ownership and merger. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors.

Section 12. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

COMPENSATION OF DIRECTORS

Section 13. Unless otherwise restricted by the certificate of incorporation or these bylaws, the board of directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the board of directors and may be paid a fixed sum for attendance at each meeting of the board of directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

REMOVAL OF DIRECTORS

Section 14. Unless otherwise restricted by the certificate of incorporation or by law, any director or the entire board of directors may be removed, with or without cause, by the holders of a majority of shares entitled to vote at an election of directors.

ARTICLE IV

NOTICES

Section 1. Whenever, under the provisions of the statutes or of the articles of incorporation or of these bylaws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal

notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 2. Whenever any notice is required to be given under the provisions of the statutes or of the certificate of incorporation or of these bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE V

OFFICERS

Section 1. The officers of the Corporation shall be chosen by the board of directors and shall be a president, a vice president, a secretary and a treasurer. The board of directors may also choose additional vice presidents, and one or more assistant secretaries and assistant treasurers. Any number of offices may be held by the same person, unless the certificate of incorporation or these bylaws otherwise provide.

Section 2. The board of directors at its first meeting after each annual meeting of stockholders shall choose a president, one or more vice presidents, a secretary and a treasurer.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

Section 4. The salaries of all officers and agents of the Corporation shall be fixed by the board of directors.

Section 5. The officers of the Corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the Corporation shall be filled by the board of directors.

THE PRESIDENT

Section 6. The president shall be the chief executive officer of the Corporation, shall preside at all meetings of

the stockholders and the board of directors, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

Section 7. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the Corporation.

THE VICE PRESIDENTS

Section 8. In the absence of the president or in the event of his inability or refusal to act, the vice president (or in the event there be more than one vice president, the vice presidents in the order designated by the directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice presidents shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARY

Section 9. The secretary shall attend all meetings of the board of directors and all meetings of the stockholders and record all the proceedings of the meetings of the Corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the Corporation and he, or an assistant secretary, shall have authority to affix the same to any instrument requiring it, and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of director (or if there be no such determination, then in the order of their election) shall, in the absence of the secretary or in the event of his inability or refusal to act, perform the duties and exercise

the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

Section 11. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the board of directors.

Section 12. He shall disburse the funds of the Corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of all his transactions as treasurer and of the financial condition of the Corporation.

Section 13. If required by the board of directors, he shall give the Corporation a bond (which shall be renewed every 6 years) in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 14. The assistant treasurer, or if there shall be more than one, the assistant treasurers in the order determined by the board of directors (or if there be no such determination, then in the order of their election) shall, in the absence of the treasurer or in the event of his inability or refusal to act, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE VI

CERTIFICATES FOR SHARES

Section 1. The shares of the Corporation shall be represented by a certificate or shall be uncertificated. Certificates shall be signed by, or in the name of the Corporation by, the chairman or vice chairman of the board of directors, or the president or a vice president, and by the treasurer or an assistant treasurer, or the secretary or an assistant secretary of the Corporation.

Section 2. Any of or all of the signatures on a certificate may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were an officer, transfer agent or registrar at the date of issue.

LOST CERTIFICATES

Section 3. The board of directors may direct a new certificate or certificates or uncertificated shares to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen or destroyed upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates or uncertificated shares, the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

TRANSFER OF STOCK

Section 4. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Upon receipt of proper transfer instructions from the registered owner of uncertificated shares such uncertificated shares shall be canceled and issuance of new equivalent uncertificated shares or certificated shares shall be made to the person entitled thereto and the transaction shall be recorded upon the books of the Corporation.

FIXING RECORD DATE

Section 5. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled

to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 60 days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

REGISTERED STOCKHOLDERS

Section 6. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VII

GENERAL PROVISIONS

DIVIDENDS

Section 1. Dividends upon the capital stock of the Corporation, subject to the provisions of the certificate of incorporation relating thereto, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to any provisions of the certificate of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the directors shall think conducive to the interest of the Corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

ANNUAL STATEMENT WAIVER

Section 3. The board of directors shall not be required to submit annual financial statements to the

shareholders of the Corporation unless specifically requested by them to do so.

CHECKS

Section 4. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 5. The fiscal year of the Corporation shall be fixed by resolution of the board of directors.

SEAL

Section 6. The Corporation seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VIII

INDEMNIFICATION

RIGHT TO INDEMNIFICATION

Section 1. Each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, including arbitration, whether civil, criminal, administrative or investigative ("proceeding") (other than an action by or in the right of the Corporation), by reasons of the fact that he, or a person of whom he is the legal representative, is or was a director, officer or employee of the Corporation or is or was serving at the request of the Corporation as a director, officer or employee of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer or employee or in any other capacity while serving as a director, officer or employee, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by these Bylaws or any agreement of indemnity or the Delaware General Corporation Law, as the same exists or may hereafter be amended, (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said Law permitted the Corporation to provide prior to such amendment), whichever is broader, against all expenses, liability and loss (including attorneys' fees, judgments,

fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith. Such right shall be a contract right and shall include the right to be paid by the Corporation expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of such proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it should be determined ultimately that such director or officer is not entitled to be indemnified under this Section 1 or otherwise.

RIGHT OF CLAIMANT TO BRING SUIT

Section 2. If a claim under Section 1 is not paid in full by the Corporation within 90 days after a written claim has been received by the Corporation, the claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Delaware General Corporation Law for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its board of directors, independent legal counsel, or stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Corporation (including its board of directors, independent legal counsel, or stockholders) that the claimant has not met such applicable standard of conduct, nor the termination of any proceeding by judgment, order, settlement, conviction or otherwise shall be a defense to the action or create a presumption that the claimant had not met the applicable standard of conduct.

NON-EXCLUSIVITY OF RIGHTS

Section 3. The rights of conferred on any person by Sections 1 and 2 shall not be exclusive of any other right which such person may have or hereafter acquire any statute, provision of the Certificate of Incorporation, by law, agreement, vote of stockholders or disinterested directors, or otherwise.

INSURANCE

Section 4. The Corporation may maintain insurance, at its expense, to protect itself and any such director, officer or employee of the Corporation or another corporation, partnership, joint venture, trust or other enterprise as is referred to in Section 1 against any such expenses, liability or loss asserting against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such expense, liability or loss under the Delaware General Corporation Law.

ARTICLE IX

AMENDMENTS

Section 1. These bylaws may be altered, amended or repealed or new bylaws may be adopted by the stockholders or by the board of directors, when such power is conferred upon the board of directors by the certificate of incorporation at any regular meeting of the stockholders or of the board of directors or at any special meeting of the stockholders or of the board of directors if notice of such alteration, amendment, repeal or adoption of new bylaws be contained in the notice of such special meeting. If the power to adopt, amend or repeal bylaws is conferred upon the board of directors by the certificate of incorporation it shall not divest or limit the power of the stockholders to adopt, amend or repeal bylaws.

EXHIBIT 1 – KEY PERSONNEL

LIST OF KEY PERSONNEL

Position/Title (Company Name)	Name	Hourly Billing Rate
Project Executive/Principal-In-Charge (Parsons)	Chris Zepernick	NA
Project Manager (Parsons)	David Benjamin	\$323.00
Deputy Project Manager (Parsons)	John R. Jones	\$300.00
Construction Manager (Parsons)	William Trudeau	\$238.00
Vehicle Superintendent (Parsons)	Dave Bernosky	\$225.00
M&SF and Civil Superintendent (Parsons)	Steve Foster	\$202.00
Construction Project Engineer (Parsons)	Justin Englert	\$180.00
System Safety Manager (Parsons)	Kevin Jones	\$175.00
Construction Safety Manager (Parsons)	TBD at time of assignment	
Quality Manager (Parsons)	Tariq Mansud	\$220.00
Testing & Commissioning Manager (Parsons)	Doug Baird	\$260.00
System Interface Coordinator (Parsons)	William Stewart	\$212.00
Design Manager (Parsons)	William Stewart	\$212.00
Designer, Facilities (Parsons)	Matt Aklan	\$211.00
Designer, Communications (Parsons)	Dan Beebe	\$124.00
Designer, Traction Power/Power Distribution System (Parsons)	David Penrose	\$167.00
Designer, Trackwork (Parsons)	Phyllis Lai	\$130.00
Designer, Station Equipment (Parsons)	Matt Aklan	\$211.00
Project Manager, Vehicles (Bombardier)	Rob DeCostro	\$250.00
Designer, Vehicles (Bombardier)	Randell Rice	\$250.00
Designer, Automatic Train Control (Bombardier)	Thomas Sheakley	\$250.00

KEY PERSONNEL

General Information

Name: Christopher Zepernick
Firm: Parsons Construction Group
Title: Senior Vice President

Years employed by firm: 6 years
Total Professional Experience: 28 years

Professional Registration and
Licenses (type/state/year/license
number): N/A

(insert title of System here)
Title/Assignment Project Executive/Principal-In-Charge

Description of Role/Responsibilities:

Christopher Zepernick has more than 20 years of construction experience, ranging from field engineering to regional and general company management. His project experience includes site grading and mass earthwork, bridge construction, utility and rail installation, environmental remediation, demolition, and wetlands mitigation. Chris' primary expertise is in the areas of project constructability, value engineering, cost estimating, project scheduling and schedule analysis, construction operations planning, financial assessment, contract change administration, and claims processing and resolution.

Commitment⁽¹⁾
Permitting _____ % Design _____ %
Construction: _____ 20% Startup and Testing: _____ %
Operation _____ %

Relevant Project Experience⁽²⁾

Project: SR 532 Design-Build
Location: Stanwood and Camano Island
Current Status: Completed
Date of
Involvement: from 2009 through 2010
Project Value (USD): \$54 Million

Description of Specific Roles and Responsibilities:

Christopher Zepernick was providing management oversight and was executive sponsor..

Proposer's Client Contact Person

Name Chris D. Brown, P.E
Title: Construction Project Engineer
Address: 999 3rd Ave, Suite 2424, Seattle, WA [NB 82-230]
Phone: 206-805-2987
Fax: _____
Email: _____

Relevant Project Experience⁽²⁾

Project: US 95 Sandpoint North and South
Location: Sandpoint, ID

Current Status: Completed
Date of
Involvement: from 2008 through 2012
Project Value (USD): \$112 Million

Description of Specific Roles and Responsibilities:

Christopher Zepernick was providing management oversight and was executive sponsor.

Proposer's Client Contact Person

Name Jeff Spohn
Title: Staff Engineer
Address: 3311 West State Street, Boise, ID 83703
Phone: 208-265-4312x19
Fax: not listed in Deltek, need to locate
Email: jeff.spohn@itd.idaho.gov

Notes:

(1) Commitment indicates the amount of time (in percent) that the staff person would be available to work on the Project during the permitting, design, construction, startup and testing, and operations phases of the Project. Indicate by "N/A" where the individual is not proposed to be involved in a particular phase of the Project. For example, if a person would be available 20 hours a week out of a 40-hour work week, reply 50% (2) Provide only those projects valued at greater than \$5M USD.

KEY STAFF

General Information

Name: David Benjamin
Firm: Parsons Construction Group Inc.
Title: Vice President

Years employed by firm: 25 years
Total Professional Experience: 40 years

Professional Registration and
Licenses (type/state/year/license
number): NA

Title/Assignment Project Manager

Description of Role/Responsibilities:

Dave Benjamin is a senior project manager with 40 years of experience in the planning, design, and construction of automated people mover (APM) and rapid transit systems. His expertise includes project and program management, alternatives and feasibility analysis, operations planning and simulation, turnkey systems acquisition, systems safety, advanced train control, fare systems, and operations and maintenance cost analysis. Dave's experience has included the engineering management of several projects for Bay Area Rapid Transit (BART), including the BART Oakland Airport Connector, the AFC Modernization Program, Extension Service Planning, Wayside Train Control System Performance Modifications (subsequently renamed STEP), the Vehicle and Track Maintenance Study, and the Thyristor-Controlled Traction Rectifier Program. In addition, Dave has been overall systems engineering manager for several major rail transit projects, including the Vancouver SkyTrain, the Honolulu Rapid Transit Project, and the Los Angeles County Transit Commission (now LACMTA) Green Line. Dave also managed Parsons' Federal Transit Administration (FTA) Project Management Oversight (PMO) work for more than 20 years.

As Project Manager, Dave will be responsible for all aspects of project delivery, including design and construction. Dave will be responsible for the primary project direction, and will be the principle point of contact between the project team and CDA.

Commitment ⁽¹⁾	Permitting: _____ %	Design: <u>100</u> _____ %
	Construction: <u>100</u> _____ %	Startup and Testing: <u>100</u> _____ %
	Operation: _____ %	

Relevant Project Experience⁽²⁾

Project: BART Oakland International Airport Connector, Design-Build
Location: Oakland, CA
Current Status: Ongoing
Date of Involvement: from 2010 through Present
Project Value (USD): \$361 million

Description of Specific Roles and Responsibilities:

The \$361 million Oakland International Airport Connector project entails improving access to the Oakland International Airport (OAK) via an automated people mover (APM) system using automated guideway transit (AGT) operating system technology. The APM will provide a 3.2-mile-long, pollution-free connection between the BART Coliseum Station to the passenger terminal at OAK. The AGT is primarily elevated with an underground segment near the airport and an on-grade segment along Airport Drive, and the operating system functions are on an exclusive right-of-way without on-board drivers or attendants. As project sponsor, Dave is Parsons' project manager to the joint venture and responsible

for ensuring project delivery on time and budget and ensuring BART's satisfaction with the project design and performance. To achieve this, Dave oversees the design of the fixed facilities and provides oversight of Doppelmayr design, and joint venture construction.

The Oakland Airport Connector system is a fully automated, driverless, cable-driven transportation system, providing a comfortable and reliable link between BART and the airport. The system guideway features a steel truss design configured in a dual-lane arrangement, with track switches placed near each end station for both pinched-loop and shuttle-mode operational capabilities.

Proposer's Client Contact Person

Name: Tom Dunscombe

Title: Group Manager OAC

Address: 675 Hegenberger Road, Suite 300, Oakland, California 94621

Phone: (510) 394-6173

Fax: _____

Email: tom.dunscombe@bartoac.com

Relevant Project Experience⁽²⁾

Project: FTA Project Management Oversight 2004-2009

Location: Cleveland, OH

Current Status: Completed

Date of Involvement: from 2004 through 2009

Project Value (USD): \$1.3 billion

Description of Specific Roles and Responsibilities:

The project involved PMO to monitor the implementation of major capital projects for the U.S. Department of Transportation/Federal Transit Administration (FTA) from planning through construction. The PMO entailed keeping the FTA apprised of major issues and providing technical assistance to the project owner. Dave was part of the PMO program for more than 12 years. He provided management oversight for the planning, design, procurement, construction, testing, and startup of the \$963 million Portland Westside-Hillsboro Light Rail Project and the planning, design, and construction of Portland's \$350 million Interstate MAX Light Rail Project. As the PMO consultant for Tri-Met, Dave worked closely with Tri-Met senior managers to ensure that all aspects of these projects complied with FTA requirements and to provide independent review and assessment of Tri-Met's design and management approaches to project implementation.

Proposer's Client Contact Person

Name: John Bardwell

Title: Manager, U.S. Department of Transportation Federal Transit Administration (FTA)

Address: 1200 New Jersey Avenue, SE, 4th Floor, Washington, District of Columbia 20590

Phone: 202-366-9223

Fax: _____

Email: _____

Relevant Project Experience⁽²⁾

Project: Portland Major Capital Projects, Work Order No. 2, Project Management Oversight

Location: Portland, OR

Current Status: Completed

Date of Involvement: from 1989 through 2004

Project Value (USD): \$1.4 billion

Description of Specific Roles and Responsibilities:

The project involved the construction of the new \$350 million light rail line. The project included the construction of several bridges, a maintenance facility, and an at-grade light rail track, utilizing the design-build and construction management/general contractor contracting methods. Dave began his involvement with the project in 1989 and stayed with the project to its completion, covering the entire project development cycle from concept development and full funding grant negotiation through startup and training. Services provided to the FTA included review and advice on all aspects of the project's planning, design, construction, and commissioning.

Proposer's Client Contact Person

Name: Sam Carnaggio

Title: Director, Office of Engineering

Address: 1200 New Jersey Avenue, SE, 4th Floor, Washington, District of Columbia 20590

Phone: (202) 493-0107

Fax:

Email:

Relevant Project Experience⁽²⁾

Project: BART Fare Collection Modernization Program

Location: San Francisco, CA

Current Status: Completed

Date of Involvement: from 1998 through 2003

Project Value (USD): \$5 million

Description of Specific Roles and Responsibilities:

Parsons provided assistance to and advised the San Francisco Bay Area Rapid Transit District on engineering, construction management, procurement activities, and related issues associated with the BART Automatic Fare Collection (AFC) Modernization Program and other related projects. The AFC Modernization Program included the replacement of fare collection equipment, the renovation of IBM gates, adding AFC equipment for capacity expansion, upgrading the data control and communications system, and the integration of a regional Smart Card system. Dave was responsible for the prime consultant contract for the procurement, design, manufacture, installation, testing, and verification of new and rehabilitated fare equipment system-wide. The four-year project included procurement support, fare gate rehabilitation analysis, station site preparation, capacity analysis, and detailed project planning and management. He worked closely with the BART transit supportive development, operations, and engineering staff. Dave also managed a team composed of Parsons staff and from 10 subconsultant firms in the performance of this assignment.

Proposer's Client Contact Person

Name: Bob Murray

Title:

Address: 800 Madison Street, PO Box 12688, Oakland, California 94604-2688

Phone: (510) 464-6572

Fax:

Email:

Notes:

- (1) Commitment Indicates the amount of time (in percent) that the staff person would be available to work on the Project during the permitting, design, construction, startup and testing, and operations phases of the Project. Indicate by "N/A" where the individual is not proposed to be involved in a particular phase of the Project. For example, if a person would be available 20 hours a week out of a 40-hour work week, reply 50%.
- (2) Provide only those projects valued at greater than \$5M USD.

General Information

APRIL 6, 2015: CONFORMED DOCUMENTS

Relevant Project Experience⁽²⁾

Project: Delaware River and Bay Authority
Location: New Jersey and Delaware
Current Status: _____
Date of _____
Involvement: from 1999 through 2010
Project Value (USD): _____

Description of Specific Roles and Responsibilities:

Responsible for planning and executing the Authority's \$1 billion 10-year capital improvement program (CIP) which included master planning, design, and construction to support two Interstate (I-295) suspension toll bridges, Interstate highway, vehicle ferry and terminal system, four regional airports, and two (2) business parks. Responsible for engineering and maintenance of 120 DRBA facilities (2.5 million SF). Construction projects included bridge deck replacement, bridge blast protection, Interstate (I-295) interchange reconfiguration and reconstruction, construction of two (2) aviation business campuses, an air traffic control tower, runways, taxiways, aviation hangars and fuel farms, marine terminals and piers, dredging and disposal. Successful in obtaining FAA federal funding to support airport CIP projects, State funding for Interstate work, and public toll increases/revenue bond issuances

Proposer's Client Contact Person

Name Jim Walls
Title: _____
Address: DMB Plaza, Junction of I-295/Route 9, New Castle, DE 19720
Phone: 302-571-6300
Fax: _____
Email: _____

Notes:

(1) Commitment indicates the amount of time (in percent) that the staff person would be available to work on the Project during the permitting, design, construction, startup and testing, and operations phases of the Project. Indicate by "N/A" where the individual is not proposed to be involved in a particular phase of the Project. For example, if a person would be available 20 hours a week out of a 40-hour work week, reply 50% (2) Provide only those projects valued at greater than \$5M USD.

KEY STAFF

General Information

Name: William Trudeau
Firm: Parsons Construction Group Inc.
Title: Construction Manager

Years employed by firm: 1 years
Total Professional Experience: 17 years

Professional Registration and
Licenses (type/state/year/license
number): NA

Title/Assignment Facilities Construction Manager

Description of Role/Responsibilities:

William Trudeau is a construction management executive with more than 17 years of project experience involving planning, designing, estimating, operations and maintenance, and construction management. He has been responsible for managing quality assurance and contractor quality control consultants at program levels; managing resource personnel; developing and managing budgets; and managing a dispute resolution committee to ensure the highest level of quality was being provided to the Chicago Airport System. William also has extensive experience interfacing with various state and local stakeholders.

As Facilities Construction Manager, Bill will be responsible for construction of all the facilities related project scope, including build-out of the MSF, yard tracks, and facilities aspects of the guideway extension. Because this construction will be subcontracted, Bill will be responsible for management and oversight of all aspects of the subcontractors' performance, including quality, safety, and schedule.

Commitment⁽¹⁾
Permitting: _____ % Design: _____ %
Construction: 100 % Startup and Testing: _____ %
Operation: _____ %

Relevant Project Experience⁽²⁾

Project: New Doha International Airport (NDIA) Construction Management/Program
Management (CM/PM)
Location: Doha, Qatar
Current Status: Ongoing
Date of Involvement: from 2013 through Present
Project Value (USD): \$1 Billion

Description of Specific Roles and Responsibilities:

The \$1 Billion project comprises the design, construction, commissioning, and handover for operational use of the North Node and Winglets, lounges, and retail spaces for the New Doha International Airport. The North Node and Winglets will add approximately 1.4 million square feet of floor space. William is responsible for providing construction management services for Hamad International Airport, Passenger Terminal Complex & Concourse D & E Winglets project. His scope of duties include managing the project inspection staff, running weekly progress meetings, assisting with the development of a program "Master Schedule," coordinating with a myriad of connecting interfacing projects whose scope ranges from the installation of executive lounges to providing access and collaboration with the airport's automated people mover, developing a collaborative approach with the client and various stakeholders to provide for a realistic timeframe

for the completion of the North Node Passenger Terminal Complex and the connected Concourse D & E winglets. The scope consists of construction of the North Node and Concourse D & E winglets. Project components consist of the North Node portion (6 levels), Concourse D (3 levels), and Concourse E (3 Levels). The varying items included in each component are as follows: installation of 8 fixed jet bridges and all associated infrastructure, installation of approximate 30 passenger gates on the ground floor, installation of all associated utilities (i.e., mechanical, electrical, sanitary, fire life safety systems, potable water, bathroom, kitchens, and back-of-house service rooms), installation of screening and security equipment, incorporation of the airport's automated-people-mover cable car systems, installation of a architectural glass panel ceiling system, installation of the specialized veneered ceiling systems, installation of all passenger information signage, and construction of a 100-room hotel facility located in the main North Node facility.

Proposer's Client Contact Person

Name: Bernardo Gogna

Title: Project Director

Address: New Doha International Airport Steering Committee, PO Box 22441, Doha, Qatar

Phone: (+974) 4467-9888

Fax: _____

Email: bernardo.gogna@ndiaproject.com

Relevant Project Experience⁽²⁾

Project: O'Hare Modernization Program (OMP)

Location: Chicago, IL

Current Status: Completed

Date of Involvement: from 2001 through 2013

Project Value (USD): \$6.6 Billion (Phase I)

Description of Specific Roles and Responsibilities:

The O'Hare Modernization Program (OMP) is one of the largest construction projects in the country at one of the world's busiest airports, and is managed by the Chicago Department of Aviation (CDA). The OMP is transforming O'Hare International Airport's airfield from an outdated system of intersecting runways into a modern parallel runway configuration to reduce flight delays and increase capacity well into the future. As the quality assurance director, William's responsibilities include managing the quality assurance consultant for the OMP and managing the contractor quality control programs. He developed a Quality Assurance Department that was charged with reviewing plans and specifications; managing resource personnel for quality assurance work, including approximately 25 quality assurance technicians; managing the construction schedule as it pertained to correcting non-conformance work; continually working with the contractor's quality control programs to monitor the staff progress and verify their program was conducted a manner that ensured proper quality control aspects were in accordance with the Project Documents; managing the budget for the independent quality assurance consultant; and developing a dispute resolution committee to ensure the client received the highest level of quality services. William was also tasked with developing an AMRL and CCRL certified Quality Assurance Laboratory to perform quality assurance testing, in accordance with the technical specifications for approximately 60 projects varying in construction values from \$150 million to \$1 million. The laboratory served as the acceptance organization for various types of quality assurance work inclusive of all concrete, asphalt and soils requirements. He performed a drawing and specification review with the master civil engineer, the program manager, and the City of Chicago to improve specifications and create a more competitive bidding process. William also developed and conducted training sessions for the OMP resident engineer and inspector's staff to further the team's aspect of "quality" work by creating a "quality culture." He developed a management system for resource loading projects with the appropriate quality assurance personnel to ensure the client received the highest level of quality services. The approximate construction value for Phase 1 was \$6.6 billion.

As the OMP's North Airfield construction site manager, William was responsible for the pre-construction scope, which

included developing, performing, and collaborating efforts for program policies and procedures; aiding in design phase services, assisting with bid reviews, performing design reviews and incorporating the "Sustainable Airports Manual" (SAM); assisting with community labor relations and Minority and Disadvantaged Business outreach programs; and assisting with the construction claims prevention process. His duties involving the construction phase included performing contract administration, providing insight into construction coordination, creating and maintaining a quality assurance program, providing field coordination and inspections, preparing and maintaining construction progress documentation, and maintaining the record shop drawings and associated information. The close-out support entailed collecting closure documents, processing final inspection and acceptance certifications, and creating final payment releases and recommending the final closure. William was also responsible for managing project teams and their respective staff, which consisted of resident engineers, office engineers, and field inspection and administrative personnel.

As the North Airfield site manager, William was tasked with managing staffing, as well as the associated project budget and schedule. This assignment included six projects totaling \$200 million. He attended various meetings with clients and other stakeholders to discuss project change orders, project budgetary concerns, and the North Airfield overall development and logistical planning. William routinely provided the airline with progress updates, developed negotiation strategies for conflict resolution issues, and generally reported real-time metrics to the City of Chicago.

Proposer's Client Contact Person

Name: Rosemarie S. Andolino

Title: Commissioner, Chicago Department of Aviation

Address: 10510 W. Zemke Rd. 1st Floor, Chicago Illinois 60606

Phone: (773)686-2200

Fax: N/A

Email: rosemarie.andolino@cityofchicago.org

Notes:

- (1) Commitment indicates the amount of time (In percent) that the staff person would be available to work on the Project during the permitting, design, construction, startup and testing, and operations phases of the Project. Indicate by "N/A" where the individual is not proposed to be involved in a particular phase of the Project. For example, if a person would be available 20 hours a week out of a 40-hour work week, reply 50%
- (2) Provide only those projects valued at greater than \$5M USD.

KEY PERSONNEL**General Information**

Name: Dave Bernosky
Firm: Parsons Transportation Group
Title: Direct Vehicle Systems and BOSSystems Manager

Years employed by firm: 4 years
Total Professional Experience: 39 years

Professional Registration and
Licenses (type/state/year/license
number): N/A

(insert title of System here)
Title/Assignment Vehicle Superintendent

Description of Role/Responsibilities:

Dave Bernosky is a director with more than 25 years of experience in installation and startup activities in the transportation industry. He is responsible for operations and maintenance of an automated people mover system (APM) at a major airport in the United States. Professional experience includes managing projects of up to \$50 Million for an industry leader in automated transportation systems. Dave has a project management consulting background with international management experience. He offers strong transferable leadership and excellent analytical, organizational, administrative, and planning abilities. Dave is able to lead diverse, cross-functional teams in the achievement of corporate goals. Prior positions include senior manager, project manager consultant, installation/construction manager, and supervisor.

Commitment ⁽¹⁾	Permitting	%	Design	%
	Construction:100	%	Startup and Testing:	%
	Operation	%		

Relevant Project Experience⁽²⁾

Project: Metrolink Positive Train Control System
Location: Los Angeles, CA
Current Status: Completed
Date of
Involvement: from 2011 through 2014
Project Value (USD): \$123 Million

Description of Specific Roles and Responsibilities:

As the on-board manager, Dave was involved in the management of subcontractor design, manufacturing, installation, and testing of the country's first positive train control system for a commuter rail network of more than 500 route miles. Direct contract management for the OBS contract with Wabtec. Overview and assisted with contract management for the BOS contract with Wabtec. CDRL support for the OBS and BOS Systems. Tested and use case support for the OBS and BOS systems. Interface, implementation and integration support for the OBS and BOS systems. Professional representation and support for Wabtec with the client. Provided safety oversight and responsibilities for exempt Parsons employees.

Proposer's Client Contact Person

Name Darrell Maxey
Title: Director
Address: 2700 Melbourne Ave., Pomona, CA 91767

Phone: 909-451-2343
Fax: 213-452-0423
Email: maxeyd@scrra.net

Relevant Project Experience⁽²⁾

Project: Yongin Light Rail Rapid Transit System
Location: Yongin, South Korea
Current Status: Completed
Date of
Involvement: from 2008 through 2009
Project Value (USD):

Description of Specific Roles and Responsibilities:

The scope of responsibility included the installation of communication and automatic train control equipment over an 18 km light rapid transit system. Dave coordinated each phase of system installation to ensure a smooth transition between partners and subcontractors; and supervised the installation activities to ensure equipment was delivered and installed per approved drawings and compliant with local regulations while working closely with the client's construction supervisors.

Proposer's Client Contact Person

Name
Title:
Address:
Phone:
Fax:
Email:

Relevant Project Experience⁽²⁾

Project: Intra Airport Transit System for the Incheon International Airport Phase II
Location: Incheon, South Korea
Current Status: Completed
Date of
Involvement: from 2006 through 2008
Project Value (USD):

Description of Specific Roles and Responsibilities:

The scope of responsibility included consulting program management support for implementation of the Intra Airport Transit system for the Incheon International Airport Phase II construction project. Review of the suppliers design submittals and specifications from preliminary design to construction document. Inspected and supervised construction and ensured that the work was conducted in accordance with the approved design and complies with the requirements of the contract documents. Observed testing and commissioning and ensured compliance with automated people mover standards. Employed by Bombardier

Proposer's Client Contact Person

Name
Title:
Address:
Phone:
Fax:
Email:

Relevant Project Experience⁽²⁾

Project: Denver International Airport Automated People Mover System
Location: Denver, CO
Current Status: Completed
Date of
Involvement: from 1998 through 2006
Project Value (USD): \$50 Million

Description of Specific Roles and Responsibilities:

Dave oversaw all aspects of management and technical support of an operations and maintenance contract of an automated guideway transit system. He led a team of more than 50 employees, including a direct staff of 12. Dave developed operational plans, created budgets, maintained profit and loss financial statements, analyzed data in support of multimillion dollars of inventory control and procurement process, and tracked key performance indicators for site operations. Analyzed and improved profit margin for seven consecutive years. Established procedures for operation and maintenance activities to ensure system performance remained within commercial contractual requirements. Under Dave's leadership, the company exceeded contractual availability requirements for seven consecutive years. Successful coordination and planning of AGTS system maintenance facilities expansion, including five additional CX-100 transit vehicles, including installation and T&C. He also consistently exceeded customer service expectations through sound managerial skills. Employed by Bombardier

Proposer's Client Contact Person

Name: _____
Title: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

Relevant Project Experience⁽²⁾

Project: Automated People Mover Start-Up Construction & Installation of Transit System
Location: Denver, CO
Current Status: Completed
Date of
Involvement: from 1992 through 1998
Project Value (USD): _____

Description of Specific Roles and Responsibilities:

Dave was in charge of startup construction and installation activities of an automated people mover transit system and associated facilities. Developed training scenarios and assessments, analyzed data, conducted meetings with team members, and coordinated various tasks in support of operations and maintenance of AGTS system. Conducted employee performance reviews and resolved personnel issues as needed. Developed startup test procedures and conducted testing and commissioning. Dave instituted the planning, development, and implementation of fleet repair, maintenance, and operational procedures. He developed a comprehensive maintenance plan for the people mover system, developed work schedules, and administered work assignments for optimization of daily activities. Employed by Bombardier

Proposer's Client Contact Person

Name: _____
Title: _____
Address: _____
Phone: _____

Fax: _____
Email: _____

Notes:

(1) Commitment indicates the amount of time (in percent) that the staff person would be available to work on the Project during the permitting, design, construction, startup and testing, and operations phases of the Project. Indicate by "N/A" where the individual is not proposed to be involved in a particular phase of the Project. For example, if a person would be available 20 hours a week out of a 40-hour work week, reply 50% (2) Provide only those projects valued at greater than \$5M USD.

KEY PERSONNEL

General Information

Name: Stephen Foster
Firm: Parsons Construction Group
Title: Construction Superintendent
Years employed by firm: 8 years
Total Professional Experience: 38 years

Professional Registration and
Licenses (type/state/year/license
number):

N/A

(insert title of System here)

Title/Assignment M&SF and Civil Superintendent

Description of Role/Responsibilities:

Harold (Steve) Foster has field experience in the construction of heavy civil projects, primarily bridges, highways, and structural concrete. He has a proven reputation as a team player and communicates well with all project participants and stakeholders.

Commitment ⁽¹⁾	Permitting _____ %	Design _____ %
	Construction: <u>100%</u>	Startup and Testing: _____ %
	Operation _____ %	

Relevant Project Experience⁽²⁾

Project: Houston METRO Solutions Design-Build
Location: Houston, TX
Current Status: Ongoing
Date of
Involvement: from 2009 through 3/2015
Project Value (USD): \$1.3 Billion

Description of Specific Roles and Responsibilities:

Initially, Steve served as the structures superintendent overseeing three bridges, two of which are partially on existing structures and over underground parking structures. Buffalo Bayou is a five-span box beam structure between Capital and Rusk Street along a bike path with IH-45 overhead. All have limited access in the heart of the theater district in downtown Houston to support the east end of the downtown corridor. Since May 2013, Steve has served as the systems integration manager. In this role, he oversees the team performing all system integration and testing for the light rail transit (LRT) system. This involves working directly with METRO to certify all components of the LRT system for safety certification to operate and transfer the trains to METRO. Commission and testing is also being performed for a storage facility on the Southeast/Purple Line and an inspection facility on the East End/Green Line.

Proposer's Client Contact Person

Name Roberto Trevino
Title: Vice President
Address: PO BOX 61429, 1900 Main St., Houston, TX 77208
Phone: 713-739-6062
Fax: 713-739-4081
Email: Roberto.Trevino@ridemetro.org

Relevant Project Experience⁽²⁾

Project: State Route 532 Construction Services
Location: Stanwood and Camano Island, WA
Current Status: Completed
Date of
Involvement: from 2009 through 2011
Project Value (USD): \$50 Million

Description of Specific Roles and Responsibilities:

This \$50 Million design-build project included the replacement of the General Mark W. Clark Bridge on State Route 532 to improve travel safety. The project work included the installation of truck climbing lanes in numerous locations along the state route to improve traffic flow on and off Camano Island and a drainage system upgrade throughout downtown Stanwood, along with the installation of sidewalks. Stephen served as the construction manager on this project. Major work elements on the project included the following: 100,000 cubic yards of excavation and embankment; temporary work bridge, including 9,000 linear feet of driven 24-inch pipe pile and decking; three-span, 400-foot-long, 56-inch wide concrete girder bridge with 17 girders (the longest span is 190 feet); the demolition of an existing 400-foot-long bridge structure; 40,000 square feet of exposed wire wall and reinforced slopes; and the environmental mitigation and monitoring of 71 wetland areas and 16 jurisdictional ditches.

Proposer's Client Contact Person

Name Chris D. Brown, P.E.
Title: Construction Project Engineer
Address: 999 3rd Ave, Suite 2424, Seattle, WA [NB 82-230]
Phone: 206-805-2987
Fax: _____
Email: _____

Relevant Project Experience⁽²⁾

Project: Downtown Tunnel/Midtown Tunnel/Martin Luther King (MLK) Freeway Extension
Location: Hampton Roads, VA
Current Status: Completed
Date of
Involvement: from 2/2011 through 3/2011
Project Value (USD): \$1.9 Billion

Description of Specific Roles and Responsibilities:

Steve provided estimate, take-off, and proposal support.

Proposer's Client Contact Person

Name Jeffrey Cutright
Title: Acting Project Manager, DT/MT/MLK Project
Address: Virginia Department of Transportation (VDOT), Hampton Roads District, 1700 North Main Street, Suffolk, VA 23434
Phone: 757-932-4480
Fax: _____
Email: Jeffrey.cutright@vdot.virginia.gov

Notes:

(1) Commitment indicates the amount of time (in percent) that the staff person would be available to work on the Project during the permitting, design, construction, startup and testing, and operations phases of the Project. Indicate by "N/A" where the individual is not proposed to be involved in a particular phase of the Project. For example, if a person would be available 20 hours a week out of a 40-hour work week, reply 50% (2) Provide only those projects valued at greater than \$5M USD

KEY PERSONNEL

General Information

Name: Justin Englert
Firm: Parsons Construction Group
Title: Project Engineer

Years employed by firm: 1 years
Total Professional Experience: 16 years

Professional Registration and
Licenses (type/state/year/license
number): N/A

(insert title of System here)
Title/Assignment Construction Project Engineer

Description of Role/Responsibilities:

Justin Englert supervises on-site field engineering staff and coordinates with construction engineering teams.

Commitment ⁽¹⁾	Permitting _____ %	Design _____ %
	Construction: 100 _____ %	Startup and Testing: _____ %
	Operation _____ %	

Relevant Project Experience⁽²⁾

Project: Long Term Improvements Phase II Pea Island
Location: Dare County, NC
Current Status: Ongoing
Date of
Involvement: from 2013 through 3/2015
Project Value (USD): \$79.6 Million

Description of Specific Roles and Responsibilities:

Justin supervises on-site field engineering staff and coordinates with construction engineering teams on this \$79.6 million project to construct a new 2.1-mile bridge in the existing NC-12 easement to replace the existing surface road and a temporary bridge over the Pea Island Inlet. The bridge is a cast-in-place (CIP) deck on precast girders with spans of 120 feet. The girders rest on CIP pile caps supported by 30-inch diameter, 110-foot-deep precast pile. His additional responsibilities include managing subcontractors and vendors in the field, as well as the contracts administration in the office; managing submittals and requests for information between all stakeholders; managing cost controls for weekly/monthly/quarterly reports; and producing cost forecasts. Attend weekly coordination meetings with NCDOT and subcontractors. Manages and updates CPM schedule using P6 and Tilos software. The Pea Island project was temporarily suspended by NCDOT on Sept. 10th, 2014 due to pending litigation between FHWA, NCDOT, and Southern Environmental Law Center at the U.S. Fourth Circuit Court of Appeals regarding the NC 12 Bonner Bridge Replacement.

Proposer's Client Contact Person

Name Pablo Hernandez
Title: Resident Engineer
Address: PO BOX 426, Manteo, NC 27954
Phone: 252-473-3673
Fax: _____
Email: phernandez@ncdot.gov

Project: USCG Fast Response Cutter (FRC) Homeporting Project
Location: San Juan, Puerto Rico
Current Status: Completed
Date of
Involvement: from 02/2013 through 02/2014
Project Value (USD): \$18 Million

Description of Specific Roles and Responsibilities:

Justin was the Project Engineer for the Design/Build Contractor and managed the Marine Subcontractor, Utility Subcontractor, vendors and suppliers for the demolition and reconstruction of 4 marine piers and utilities for the United States Coast Guard Base in San Juan, PR. Management of the prime contract with the USCG Facilities Design and Construction Center (FDCC) for RFP's, Change Orders and Invoices. Coordination and management between our construction team, design team and quality control team on Requests for Information (RFI's), Non-Compliance Reports (NCR's), Submittals, etc. using Microsoft SharePoint. Produce weekly and monthly cost reports and project forecasts. Process subcontractor and vendor contracts, invoices and change orders. Project Scheduling for weekly look-a-head schedules and Primavera P6 Schedule updates. Provide Quality Control field inspection for all aspects of the construction.

Proposer's Client Contact Person

Name Daniel Meyers
Title: Project Manager
Address: USCG FD&CC 5505 Robin Hood Road, Suite K, Norfolk, VA 23513
Phone: 757-373-2129
Fax: _____
Email: daniel.f.meyers@uscg.mil

Project: Toll 49 Segment 3B
Location: Tyler, TX
Current Status: Completed
Date of
Involvement: from 11/2010 through 02/2013
Project Value (USD): \$73.5 Million

Description of Specific Roles and Responsibilities:

Justin was a Senior Job Engineer that supervised field engineering staff and coordinated between the design and construction for the 10 mile "green field" Design/Build Toll Road Facility. Managed the Utility Coordination for the design and construction of various utility relocations throughout the project. Led the Public Information and Maintenance of Traffic (MOT) weekly task force meetings. Managed self-perform work (structures work, earthwork, finish grading) as well as subcontractors, vendors and suppliers. Processed subcontractor and vendor contracts, invoices and change orders. Provided constructability reviews throughout the Engineering/Design phase of Toll 49 Seg. 3B. Coordinated and managed between the construction team, design team and quality control team on Requests for Information (RFI's), Non-Compliance Reports (NCR's), Submittals, etc. using Primavera Contract Manager. Reviewed and processed daily timesheets for craft labor, equipment, quantities and materials using HCSS HeavyJob software. Produced weekly and monthly cost reports and project forecasts using HCSS HeavyJob software. Project Scheduling for weekly look-a-head schedules and Primavera P6 Schedules. Operated GPS Surveying equipment for various construction activities in the field.

Proposer's Client Contact Person

Name William (Mike) Battles, P.E.
Title: Project Manager for NETRMA
Address: 909 ESE Loop 323, Suite 360 Tyler, TX 75701
Phone: (903) 509-1552, ext. 228
Fax: (903) 509-1599
Email: wmbattles@pbsj.com

Project: I-15 North Design-Build Project
Location: Las Vegas, NV
Current Status: Completed
Date of
Involvement: from 10/2008 through 05/2010
Project Value (USD): \$242 Million

Description of Specific Roles and Responsibilities:

Justin was a Cost Control & Schedule Engineer that coordinated and managed self-perform work (asphalt paving, concrete structures work, earthwork, and sound walls) as well as subcontractors, vendors and suppliers for this 7 mile design-build highway widening project. Reviewed and processed daily timesheets for union craft labor, equipment, quantities and materials using HCSS HeavyJob software. Coordinated between our construction team, design team and quality control team on Requests for Information (RFI's), Non-Compliance Reports (NCR's), Submittals, etc. using Primavera Contract Manager. Project Scheduling for weekly look-a-head schedules and the Primavera P6 Schedule. Assisted with the monthly project cost reports and the project forecast using HCSS HeavyJob software. Operated GPS Surveying equipment for various construction activities in the field.

Proposer's Client Contact Person

Name Jeffery Hale
Title: Project Manager for NDOT
Address: 1263 South Stewart Street, Carson, NV 89712
Phone: 775-888-7319
Fax: 775-888-7322
Email: jhale@dot.state.nv.us

Project: Edward Air Force Base Main Runway Replacement
Location: Edwards, California
Current Status: Completed
Date of
Involvement: from 09/2007 through 10/2008
Project Value (USD): \$118 Million

Description of Specific Roles and Responsibilities:

Justin was a Field Engineer that managed self-perform concrete paving crews, subcontractors, vendors and suppliers. Coordinated and managed between the construction team, design team and quality control team on Requests for Information (RFI's), Non-Compliance Reports (NCR's), Submittals, Specifications, etc. Tracked daily production rates and quantities using GPS surveying, AutoCAD and Excel. Provided field supervision and coordination for Plate Load Testing the sub-grade underneath the existing runway in accordance with the US Army Corps of Engineers specifications. Maintained and updated the project schedule using Primavera P3. Assisted with the monthly project cost reports and the project forecast.

Proposer's Client Contact Person

Name Matt McKenna
Title: Resident Engineer for USACE
Address: 222 N. Rosamond Blvd., Edwards AFB, CA 93524
Phone: 661-277-7581
Fax: _____
Email: matthew.g.mckenna@usace.army.mil

Notes:

(1) Commitment indicates the amount of time (in percent) that the staff person would be available to work on the Project during the permitting, design, construction, startup and testing, and operations phases of the Project. Indicate by "N/A" where the individual is not proposed to be involved in a particular phase of the Project. For example, if a person would be available 20 hours a week out of a 40-hour work week, reply 50% (2) Provide only those projects valued at greater than \$5M USD.

APRIL 6, 2015; CONFORMED DOCUMENTS

Name: Pete Tomlin
Title: Superintendent Test & Commissioning
Address: 5160 Yonge Street, 6th Floor, Toronto, Ontario M2N 6L9, Canada

Phone: (416) 393-4000
Fax: _____
Email: Pete.Tomlin@ttc.ca

Relevant Project Experience⁽²⁾

Project: Houston METRO Light Rail Expansion Project, Design-Build
Location: Houston, TX
Current Status: Ongoing
Date of Involvement: from 2009 through Feb 2015
Project Value (USD): \$1.25 billion

Description of Specific Roles and Responsibilities:

The design-build contract includes the design and construction of four light rail transit corridors, which include civil works components and associated transit systems. The total length of the project is 19.45 miles, and it will service 34 stations. The project consists of roadway betterments, stations, guideways, a regional operations center, and bridges. Kevin is responsible for monitoring the project from a system safety perspective. His specific tasks include the development of the hazard analysis, threat and vulnerability assessment, design criteria checklists, construction conformance checklists, the system security plan, and the safety and security certification plan, as well as performing updates to the safety and security management plan. Once all documents are approved, updates will be completed, as warranted by the contract and Federal Transit Administration requirements, or as conditions change. His responsibilities also include representing the joint venture on the Fire/Life & Safety Committee and the Safety and Security Certification Committee. Kevin is also working in conjunction with the joint venture systems assurance specialist to develop failure mode, effects, and criticality analysis (FMECA) and fault tree analysis (FTA). As part of part of the project requirements, the safety certification effort must be completed by a third party. Kevin developed the request for proposal for this task and was part of the selection team. With the contract awarded, he is managing the third party during the safety certification process.

Proposer's Client Contact Person

Name: Roberto Trevino
Title: Vice President
Address: PO BOX 61429, 1900 Main Street, Houston, TX 77208

Phone: (832) 255-4800
Fax: _____
Email: Roberto.trevino@ridemetro.org

Relevant Project Experience⁽²⁾

Project: Dallas Irving Design-Build
Location: Irving, TX
Current Status: Ongoing
Date of Involvement: from 2009 through 2014
Project Value (USD): \$430 million

Description of Specific Roles and Responsibilities:

The design-build project, led by the joint venture team of Kiewit, Stacy and Witbeck, Reyes Group, and Parsons (KSWRP), involves the development of a 9.2-mile light rail extension. Scope elements include the extension of the Orange Line through the city of Irving to Dallas-Fort Worth International Airport (DFW). The project covers two separate

line sections: Irving 1, which extends from the Bachman Station (existing Green Line) in Dallas through Irving to the Las Colinas Urban Center for 5.44 miles, and Irving 2, which continues onto DFW property for an additional 3.85 miles. This full turnkey engineering and construction project includes 2.3 miles of elevated track, five stations with parking lots, and six traction power substations. This is the first design-build project awarded by Dallas Area Rapid Transit. Parsons is the lead designer and is responsible for ensuring on-time delivery of all design packages. Kevin is responsible for assisting with tracking and reviewing the safety and security certification process, as well as participating with the Safety and Security Certification Review Committee and Fire/Life Safety Committee. He assists with all design-build matters relating to system and fire safety and security. Kevin is also responsible for reviewing and tracking project hazard analyses.

Proposer's Client Contact Person

Name: Allen Beene

Title: Project Manager

Address: 1401 Pacific Avenue, PO Box 223805, Dallas, TX 75266-7217

Phone: (972) 374-4903

Fax:

Email: abeene@dart.org

Relevant Project Experience⁽²⁾

Project: Miami Automated People Mover System

Location: Miami, FL

Current Status: Ongoing

Date of Involvement: from 2009 through 2011

Project Value (USD): \$260 million

Description of Specific Roles and Responsibilities:

The Miami International Airport (MIA) Automated People Mover (APM) system was delivered under a design-build-operate-maintain (DBOM) method. Parsons was the managing partner for the \$259 million, 1.27-mile APM system that connects the Miami Intermodal Center (MIC) to the MIA main terminal. Kevin conducted reviews of program documents related to system safety and security. He also assisted with the safety and security certification process.

Proposer's Client Contact Person

Name: E.W. Stirrup, III

Title: Project Manager

Address: PO Box 025504, 4200 NW 36th Street, Miami, FL 33102

Phone: (305) 876-7922

Fax:

Email: fstirrup@miami-airport.com

Relevant Project Experience⁽²⁾

Project: Metropolitan Transportation Authority/Long Island Rail Road East Side Access

Location: New York, NY

Current Status: Completed

Date of Involvement: from 2009 through 2009

Project Value (USD): \$7.3 billion

Description of Specific Roles and Responsibilities:

Parsons provided all design services required to provide a fully functional 4-mile underground extension of the Long Island Rail Road into Grand Central Terminal, including all mitigating measures identified in the final environmental

impact statement (FEIS). Parsons' primary role included preliminary engineering, final design, and design support services for the construction of the railroad and facility systems elements of the project. The project work included all signaling, communications, traction power, overhead catenary, trackwork, and third-rail systems, as well as all auxiliary power, station ventilation, fire suppression, fire alarm, and security systems. Kevin conducted reviews of program documents related to system safety and security.

Proposer's Client Contact Person

Name: Jerome Forman

Title: Project Director

Address: 469 Seventh Avenue, New York, NY 10018

Phone: (212) 967-2102

Fax: _____

Email: forman@pbworld.com

Notes:

(1) Commitment indicates the amount of time (in percent) that the staff person would be available to work on the Project during the permitting, design, construction, startup and testing, and operations phases of the Project. Indicate by "N/A" where the individual is not proposed to be involved in a particular phase of the Project. For example, if a person would be available 20 hours a week out of a 40-hour work week, reply 50%

(2) Provide only those projects valued at greater than \$5M USD.

KEY PERSONNEL

General Information

Name: Tariq Masud, PE
Firm: Parsons
Title: Senior Quality Manager

Years employed by firm: 14 years
Total Professional Experience: 19 years

Professional Registration and
Licenses (type/state/year/license
number): _____

(insert title of System here)

Title/Assignment Quality Manager

Description of Role/Responsibilities:

Tariq Masud has more than 14 years of progressive responsibility and leadership experience in quality and engineering management, associated with transportation, fabrication, and construction projects. He is experienced with design-build, as well as traditional design and bid construction projects. Tariq has planned, managed, and organized the preparation and development of proposals and quality and management plans, including technical writing, editing, reviews, and approvals. He has had hands-on experience implementing ISO 9000 and quality award criteria in union and non-union organizations since 1995. In addition, Tariq is a certified lead assessor with RABQSA and IRCA and has served on exam committees for ASQ certification exams.

Commitment ⁽¹⁾	Permitting _____ %	Design _____ %
	Construction: 100 _____ %	Startup and Testing: _____ %
	Operation _____ %	

Relevant Project Experience⁽²⁾

Project: kclCON Design-Build
Location: Kansas City, MO
Current Status: Completed
Date of
Involvement: from 2007 through 2010
Project Value (USD): \$232 million

Description of Specific Roles and Responsibilities:

Tariq was responsible for the development and implementation of the design quality plan and procedures, as well as performed quality assurance and surveillance audits on all design submittals and design processes.

Proposer's Client Contact Person

Name: Brian Kidwell
Title: Assistant District Engineer
Address: 600 NE Colbern Road, Lee's Summit, MO 64086
Phone: (816) 841-6020
Fax: (816) 622-6323
Email: brian.kidwell@modot.mo.gov

Relevant Project Experience⁽²⁾

Project: I-64 Design-Build
Location: St. Louis, MO
Current Status: Completed
Date of
Involvement: from 2006 through 2010
Project Value (USD): \$420 million

Description of Specific Roles and Responsibilities:

Tariq was responsible for the development and implementation of the design quality plan and procedures, as well as performing quality assurance and surveillance audits on all design submittals and design processes.

Proposer's Client Contact Person

Name: Ronald Morris
Title: Project Director
Address: 1590 Woodlake Drive, Chesterfield, MO 63017
Phone: (314) 453-0580
Fax: (314) 340-4119
Email: Ronald.morris@modot.mo.gov

Relevant Project Experience⁽²⁾

Project: Howard Station Design
Location: Chicago, IL
Current Status: Completed
Date of
Involvement: from 2002 through 2009
Project Value (USD): \$65 million

Description of Specific Roles and Responsibilities:

Tariq audited project submittals to ensure compliance to the design quality management plan and CTA requirements. In addition, he managed and facilitated the quality assurance for the multi-discipline planning and design project.

Proposer's Client Contact Person

Name: Steven Mascheri
Title: General Manager, Engineering & Construction
Address: 567 West Lake Street, Chicago, IL 60606
Phone: (312) 681-3930
Fax:
Email: smascheri@transitchicago.com

Notes:

(1) Commitment indicates the amount of time (in percent) that the staff person would be available to work on the Project during the permitting, design, construction, startup and testing, and operations phases of the Project. Indicate by "N/A" where the individual is not proposed to be involved in a particular phase of the Project. For example, if a person would be available 20 hours a week out of a 40-hour work week, reply 50% (2) Provide only those projects valued at greater than \$5M USD.

KEY PERSONNEL

General Information

Name: Douglas T. Baird
Firm: Parsons Construction Group Inc.
Title: Systems Integration Consultant

Years employed by firm: 6 years
Total Professional Experience: 31 years

Professional Registration and
Licenses (type/state/year/license
number): NA

Title/Assignment Testing & Commissioning Manager

Description of Role/Responsibilities:

Doug Baird has more than 31 years of electronics-related experience and has worked more than 21 years in the transit industry. During his 21 years, Doug gained experience as a lead start-up engineer, start-up project manager/construction manager, operations and maintenance manager, and director of his family owned transportation consulting business. He has served in a lead capacity on transit systems projects, from early design through revenue service. Prior to joining Parsons, Doug served as project manager for the train control and communications systems supplier for the Los Angeles Exposition, Blue Line Expansion portion of the Los Angeles Metro system. He is very versatile in all office software and has experience with both Microsoft Project and with Primavera scheduling. Doug has 14 years of extensive experience with automated people mover (APM) systems serving in numerous capacities from field startup to manager of operations and maintenance. He began his career with AEG Transportation, formerly Westinghouse and was with them through seven company name changes up to Bombardier Transportation. While there he worked to startup design-build-operate-maintain APMs at various locations throughout the world. Doug's expertise has expanded to include project oversight, coordinating testing and commissioning, leading and overseeing operations and maintenance, creating field test procedures and standard operating procedures, and mentoring. His experience includes projects at Denver International Airport, George Bush Intercontinental Airport, Hartsfield-Jackson Atlanta International Airport, Kuala Lumpur International Airport, Singapore Bukit Panjang Project, and Adolfo Suárez Madrid-Barajas Airport.

Commitment ⁽¹⁾	Permitting _____ %	Design _____ 10%
	Construction: _____ 10%	Startup and Testing: _____ 100%
	Operation _____ %	

Relevant Project Experience⁽²⁾

Project: Houston METRO Light Rail Expansion Project, Design Build
Location: Houston, TX
Current Status: Ongoing
Date of
Involvement: from 2009 through Ongoing
Project Value (USD): _____

Description of Specific Roles and Responsibilities:

The Parsons-led Houston Rapid Transit joint venture involves designing and constructing three light rail transit corridors, which entail civil works components, associated light rail transit communications, and traction power systems. The total length of the project is approximately 15 miles and includes 23 stations. The project scope also consists of roadway betterments, stations, guideway, an operations center, two facilities, and several major and minor bridges. Doug is responsible for the supervision and direction of the Systems Integration Plan. He is leading the systems integration process, which includes assisting in developing and supporting the Systems Integration

Database for the creation, tracking, and ultimately the closure of all integration item that are listed as Integration Control Documents. Doug is also responsible for finalizing the System Integration Test Procedures, as well as performing the final systems integration testing, which includes documentation and distribution of the test results.

Proposer's Client Contact Person

Name: Roberto Trevino

Title: Vice President

Address: PO BOX 61429, 1900 Main Street, Houston, TX 77208

Phone: (832) 255-4800

Fax: _____

Email: Roberto.trevino@ridemetro.org

Relevant Project Experience⁽²⁾

Project: Metrolink Positive Train Control (PTC) System

Location: Los Angeles, CA

Current Status: Ongoing

Date of

Involvement: from 2011 through 2012

Project Value (USD): \$123 million

Description of Specific Roles and Responsibilities:

This project includes designing, furnishing, and installing Federal Railroad Administration (FRA)-approved PTC technology on Metrolink's 512-mile regional commuter rail system. As the prime contractor leading a vendor/integrator team, Parsons manages the overall program and provides design, testing, integration, and commissioning services. In addition, Parsons leads the overall radio frequency infrastructure development for the entire Los Angeles basin, which includes BNSF and Union Pacific trains, manages the development of the network management system, and will replace the dispatching system. This project is the first installation of PTC on a commuter rail in the United States. Metrolink was also the first railroad to have interoperable PTC train operations with a freight railroad, BNSF. Doug was responsible for systems integration/interface coordination, including lab testing and preparations for field testing. He also supported the development of the Lab and Field Test Procedures; provided daily oversight of the customer information systems (CIS), computer-aided dispatch (CAD), and BOS subcontractors; and led the field test activities for the new CAD system, as well as the CIS test activities.

Proposer's Client Contact Person

Name: Darrell Maxey

Title: Director, PTC, Communications and Signals

Address: 2700 Melbourne Avenue, Pomona, CA 91767-1900

Phone: (909) 451-2343

Fax: _____

Email: maxeyd@scrta.net

Relevant Project Experience⁽²⁾

Project: B&C Transit Consultants

Location: San Leandro, CA

Current Status: _____

Date of

Involvement: from 2008 through 2009

Project Value (USD): _____

Description of Specific Roles and Responsibilities:

Doug provided proper direction and integration for B&C Transit's role as the train control and communications

supplier, ensuring the design-build project would have a smooth integration between the prime joint venture partners and the multiple subcontractors, on any issue that was related to B&C Transit's scope. His responsibilities as the onsite project manager included profit and loss management, marketing, business development, contract negotiations, and tracking subcontract work and schedule of values.

Proposer's Client Contact Person

Name _____
Title: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

Relevant Project Experience⁽²⁾

Project: _____ Johnson Controls Inc. (JCI)
Location: _____ Houston, TX
Current Status: _____
Date of _____
Involvement: _____ from _____ 2006 _____ through _____ 2007 _____
Project Value (USD): _____

Description of Specific Roles and Responsibilities:

Doug led Johnson Control's efforts to expand in the automated people mover (APM) industry, beginning with the George Bush Intercontinental Airport (IAH) APM. JCI was awarded the operations and maintenance contract for the Bombardier Transportation built APM at the IAH, but required someone who understood the Bombardier system to help them successfully operate and maintain the APM. His responsibilities included, but were not limited to, building a staff of technical personnel, managing and training 31 employees, marketing JCI's abilities, the design and implementation of safety improvements, assisting with proposals for additional systems, setup of initial parts and supplies, and building client relationships. Doug served as the lead for all system upgrade efforts, such as the addition of closed-circuit televisions to the system in order to have a visual correlation to all vehicles.

Proposer's Client Contact Person

Name _____
Title: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

Relevant Project Experience⁽²⁾

Project: _____ George Bush Intercontinental Airport (IAH), Automated People Mover
Operations and Maintenance
Location: _____ Houston, TX
Current Status: _____
Date of _____
Involvement: _____ from _____ 2006 _____ through _____ 2007 _____
Project Value (USD): _____

Description of Specific Roles and Responsibilities:

The project involved providing operations and maintenance support for the airport's APM system. JCI's attempt to satisfactorily operate and maintain the APM at IAH was unsuccessful. Doug was brought in to stabilize the system

and provide staff augmentation, scheduling, and training. Once stabilized, JCI requested his support of its efforts to expand the business sector.

Proposer's Client Contact Person

Name _____
Title: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

Relevant Project Experience⁽²⁾

Project: _____ City and County of Denver, Denver International Airport
Location: _____ Denver, CO
Current Status: _____
Date of _____
Involvement: _____ from _____ 2005 _____ through _____ 2006
Project Value (USD): _____

Description of Specific Roles and Responsibilities:

Doug monitored and directed the proper operations and maintenance of the Denver International Airport (DIA) APM. As contract manager, his responsibilities included reviewing contractors' qualifications and their bids for continued operations and maintenance services of the APM, assisting with the selection of the contract award, and successfully negotiating the terms of the contract. Doug continually monitored the preventive and corrective maintenance of the APM, the operations and maintenance service provider, ensuring diligent and forthright services. He requested bids for additional services or work necessary to improve the operations of the system; provided backup technical expertise when necessary to keep operations running smoothly; and administered the contract, ensuring work billed to the City was in-fact performed and verified. Employed by Bombardier

Proposer's Client Contact Person

Name _____
Title: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

Notes:

(1) Commitment indicates the amount of time (in percent) that the staff person would be available to work on the Project during the permitting, design, construction, startup and testing, and operations phases of the Project. Indicate by "N/A" where the individual is not proposed to be involved in a particular phase of the Project. For example, if a person would be available 20 hours a week out of a 40-hour work week, reply 50% (2) Provide only those projects valued at greater than \$5M USD.

KEY STAFF

General Information

Name: William Stewart
Firm: Parsons Construction Group Inc.
Title: Senior Project Manager

Years employed by firm: 13 years

Total Professional Experience: 38 years

Professional Registration and
Licenses (type/state/year/license
number): NA

Title/Assignment Design Manager/Systems Integration Manager

Description of Role/Responsibilities:

William Stewart has 38 years of experience in the rail transportation industry, including project and program management and maintenance operations, working with automated people movers, light rail, heavy rail, commuter rail, and high-speed trains. His strengths include vehicle technical reviews of equipment and budgets; contract administration; planning; oversight; operations; reliability, availability, maintainability, and safety (RAMS), including safety certification; manuals and training; and the development and implementation of reliability-centered maintenance programs. William's technical experience includes project and program management in the procurement and rehabilitation of rail vehicles; supporting rolling stock procurements with design reviews; RAMS; manuals and training; quality assurance and quality control; static and dynamic testing; operations and maintenance; safety certification; and systems integration on all types of rolling stock, including APMs, high-speed trains, commuter rail (electrical multiple unit [EMU], diesel multiple unit [DMU], push-pull), light rail, trolleys, metros, and heavy rail. He is also an experienced certified project manager in Illinois for lead and asbestos abatement on rolling stock. During the design phase of the project, Bill will be responsible for managing the design with particular emphasis on managing the Systems and facilities design interfaces, and Bombardier/Parsons design interfaces. During the construction and startup phase of the project, Bill's efforts will be more focused on ensuring that the interfaces work satisfactorily in the field, and that the project functions as an integrated system.

Commitment ⁽¹⁾	Permitting: _____ %	Design: <u>100</u> _____ %
	Construction: <u>90</u> _____ %	Startup and Testing: <u>100</u> _____ %
	Operation: _____ %	

Relevant Project Experience⁽²⁾

Project: Caltrain Communications-Based Overlay Signal System Positive Train Control (CBOSS PTC)
Location: San Francisco, CA
Current Status: Completed
Date of Involvement: from 2013 through 2014
Project Value (USD): \$138 million

Description of Specific Roles and Responsibilities:

This project includes the design, furnishing, installation, and testing of the positive train control (PTC) system that will monitor and control train movements through main line switches and prevent train-to train collisions, over-speed derailments, and incursions into established work zone limits. The project includes the design and deployment of specifications, procurement, manufacturing, installation, testing, and placing in service of wayside equipment on all

Caltrain right-of-way; onboard computer systems on all necessary vehicles; central office equipment at the Rail Operations Center and Backup Central Control Facility; and a complete data communication system that includes fiber-optic cable, base stations, and radios. Also included is the training of Caltrain personnel and updating documentation and software, as needed. William was responsible for lead oversight of reliability, availability, maintainability, and safety certification of the Caltrain PTC Project. He was also responsible for overseeing on-board equipment installation and the testing and brake distance testing of the Caltrain push-pull rolling stock.

Proposer's Client Contact Person

Name: Jack Buckingham

Title: Project Manager

Address: 1250 San Carlos Avenue, San Carlos, California 94070-1306

Phone: (415) 836-5602

Fax:

Email: BuckinghamJ@samtrans.com

Relevant Project Experience⁽²⁾

Project: BART Oakland International Airport Connector, Design-Build

Location: Oakland, CA

Current Status: Ongoing

Date of Involvement: from 2013 through 2014

Project Value (USD): \$372 million

Description of Specific Roles and Responsibilities:

The \$361 million Oakland International Airport Connector project entails improving access to Oakland International Airport (OAK) via an automated people mover (APM) system, using an automated guideway transit (AGT) operating system technology. The APM will provide a 3.2-mile-long, pollution-free connection between the BART Coliseum Station and the passenger terminal at OAK. The AGT is primarily elevated, with an underground segment near the airport and an on-grade segment along Airport Drive, and the operating system functions are on an exclusive right-of-way without on-board drivers or attendants. The project will deliver significant benefits to local and regional economies by creating immediate and long-term jobs and opportunities for local disadvantaged business enterprises. It will also reduce congestion along local access roads to the airport, thereby improving the environmental conditions of airport operations. William was responsible for systems integration testing support and oversight for the Doppelmayr cable car system, including vehicles, Siemens signaling system, Locally Preferred Strategy, and communications.

Proposer's Client Contact Person

Name: Tom Dunscombe

Title: Group Manager OAC

Address: Bay Area Rapid Transit District (BART), 675 Hegenberger Road, Suite 300, Oakland, California 94621

Phone: (510) 394-6173

Fax:

Email: tom.dunscombe@bartoac.com

Relevant Project Experience⁽²⁾

Project: Miami Automated People Mover System

Location: Miami, FL

Current Status: Completed

Date of Involvement: from 2009 through 2013

Project Value (USD): \$260 million

Description of Specific Roles and Responsibilities:

The Miami International Airport (MIA) Automated People Mover (APM) system is being delivered under a design-build-

operate-maintain (DBOM) method. Parsons is the managing partner for the \$259 million, 1.27-mile APM system that will connect the Miami Intermodal Center (MIC) to the MIA main terminal. William was initially the systems integration manager from 2009-2011, responsible for coordinating interfaces between systems and fixed facilities, systems design reviews, and all Factory Acceptance Testing and Site Acceptance Testing and commissioning. He also assisted with the safety and security certification process. In the fall of 2011, William became the project executive, responsible for delivering the completed project and closeout.

Proposer's Client Contact Person

Name: E.W. Stirrup, III

Title: Project Manager

Address: PO Box 025504, 4200 NW 36th Street, Miami, FL 33102

Phone: (305) 876-7922

Fax: _____

Email: fstirrup@miami-airport.com

Relevant Project Experience⁽²⁾

Project: MARTA Rail Vehicle Rehabilitation and Preventive Maintenance Cycle

Location: Atlanta, GA

Current Status: Completed

Date of Involvement: from 7/2002 through 9/2009

Project Value (USD): \$13 million

Description of Specific Roles and Responsibilities:

Project work under the Metropolitan Atlanta Rapid Transit Authority (MARTA) contract involved five elements that included providing maintenance support to increase railcar availability, CQ310/CQ311 railcar rehabilitation work for the entire project life cycle, CQ311 AC (alternating current) conversion, a new truck program, CQ312 new car procurement, and preventive maintenance/life-cycle maintenance. Services provided included all phases of program management and engineering and administrative support. William worked with the evaluation team reviewing proposal documents for rehabilitation of the CQ 310 and CQ 311 cars. He witnessed dynamic acceptance testing of CQ 311 alternating current propulsion upgrades, including automatic train operation, friction, and dynamic braking. William served as lead RAMS engineer responsible for initial, preliminary, and final design reviews of all aspects of RAMS for the rehabilitation of 238 rail vehicles, including fault tree, failure mode effects criticality, system hazard, and operation/maintenance hazard analyses. His responsibilities also included manuals and training requirements, as well as system safety certification and the development of a reliability-centered maintenance plan for the new CQ312 cars that improved mean distance between failures (MDBF) from 4,000 to 45,000 in the first year.

Proposer's Client Contact Person

Name: David Springstead

Title: Senior Director of Transportation

Address: 2424 Piedmont Road, NE, Atlanta, GA 30342-3330

Phone: (404) 848-3435

Fax: _____

Email: _____

Relevant Project Experience⁽²⁾

Project: UAE-ETIHAD RAIL PMC SERVICES

Location: Abu Dhabi, UAE

Current Status: Open

Date of Involvement: from 3/2014 through 4/2014

Description of Specific Roles and Responsibilities:

Parsons, in a joint venture with AECOM, is performing project management consultancy (PMC) services for the United Arab Emirates (UAE) national railway. Parsons-AECOM team is working as Etihad Rail's (formerly Union Railway) program and construction manager to implement the first phase of the project and design for the subsequent two phases. Once completed, the Etihad Rail project will consist of a 1,200-kilometer freight and passenger rail network built across the UAE's seven emirates, commencing with a route linking the gas fields of Shah and Habshan to Ruwais. The marquee greenfield project is one of the largest single railway programs to be implemented in the world. It will form the UAE's component of the overall Gulf Cooperation Council (GCC) rail network, which will link the UAE with Oman, Kuwait, Saudi Arabia, Qatar, and Bahrain. The UAE's national railway, ultimately to be electrified, will provide a sustainable alternative to trucking goods throughout the UAE. It will also enable UAE residents to use a clean and efficient mode of transportation to travel between each emirate safely, sustainably, and with reduced commute times. The Etihad Rail project is one of the first links in the overall \$100 billion GCC rail program. As the testing and commissioning manager, William was responsible for review and approval of all testing and commissioning plans and procedures and oversight of all related activities to commissioning all systems elements and facilities MEPs. Systems included communications, train control, wayside hot bearing detectors, dragging equipment detectors, locomotives, and freight cars.

Proposer's Client Contact Person

Name: Ronald Joncas

Title: Programme Control Director

Phone: 971 2 499 9999

Fax: _____

Email: _____

Notes:

- (1) Commitment indicates the amount of time (in percent) that the staff person would be available to work on the Project during the permitting, design, construction, startup and testing, and operations phases of the Project. Indicate by "N/A" where the individual is not proposed to be involved in a particular phase of the Project. For example, if a person would be available 20 hours a week out of a 40-hour work week, reply 50%
(2) Provide only those projects valued at greater than \$5M USD.

KEY STAFF

General Information

Name: Matthew Aklan, PE
Firm: Parsons Construction Group Inc.
Title: Senior Project Manager

Years employed by firm: 1 years

Total Professional Experience: 18 years

Professional Registration and
Licenses (type/state/year/license
number):

P.E. Maryland - No. 25357 (2000) [Exp. 07/17/2014]

P.E. Delaware - No. 15089 (2007) [Exp. 06/30/2014]

P.E. Virginia - No. 0402045581 (2008) [Exp. 12/31/2014]

P.E. District of Columbia - No. PE905085 (2008) [Exp. 08/31/2014]

Title/Assignment Facilities Design Manager

Description of Role/Responsibilities:

Senior project manager who specializes in the new design, retrofit, and construction of rail transit facilities. Responsible for technical evaluations and design production, including planning, design coordination, structural inspections and assessments, and managing construction phase services for a wide variety of projects. Specialties include new structural design and rehabilitation/retrofit design of rail facilities and ancillary buildings, rail bridges, and other transit structures; design construction support; structural and condition inspection of existing structures; and the complete project management and development of contract documents, estimates, and technical specifications from concept phase through final design for complex, multidisciplinary projects. Other specialties include expertise in asset management, specifically for transit agencies for developing system capital planning, and prioritization of critical assets.

As Facilities Design Manager, Matt will be responsible for design of all the facilities related project scope, including design build-out of the MSF, yard tracks, and facilities aspects of the guideway extension. Matt will lead the Facilities Task Force Meetings, and will be responsible for ensuring design deliverables are produced on the required schedule. Because a portion of this design will be subcontracted to Milhouse, Matt will also be responsible oversight of their, including quality, interface coordination, and schedule.

Commitment ⁽¹⁾	Permitting: _____ %	Design: <u>100</u> _____ %
	Construction: <u>50</u> _____ %	Startup and Testing: <u>20</u> _____ %
	Operation: _____ %	

Relevant Project Experience⁽²⁾

Project: CTA Substation Rehabilitation Design-Build
Location: Chicago, IL
Current Status: Completed
Date of Involvement: from 12/2013 through 4/2014
Project Value (USD): \$25 million

Description of Specific Roles and Responsibilities:

This design-build contract included the rehabilitation of the Kimball, Princeton, and State substations on the Brown and Red lines for the Chicago Transit Authority (CTA). The objective of this project was to bring the substations to a state of good repair by rehabilitating the existing buildings and building envelopes, including new roofs, doors, and louvers; repairs to exterior masonry, lintels, and roof decking; site improvements; and interior building improvements, including

painting, floor finishes, lighting, heating, ventilation, and house electrical systems. The project also replaced the existing AC/DC conversion equipment, getaway cables, enclosures, and switches with new equipment, cables, enclosures, and switches. Matt served as the project manager and point of contact for the CTA and the client, Clark Construction of Chicago. He also served as the lead structural designer on the project. Roles included weekly client interaction with CTA and the client and leading weekly design meetings with CTA. He oversaw submittal reviews and posts to CTA's e-builder site, structural design, drafting, interdisciplinary coordination, specification coordination, and delivery of submittals.

Proposer's Client Contact Person

Name: Premal Vora

Title: Project Manager, Chicago Transit Authority (CTA)

Address: 567 West Lake St, Chicago IL, 60661-1498

Phone: (312) 771-6540

Fax: _____

Email: pvara@transitchicago.com

Relevant Project Experience⁽²⁾

Project: Rehabilitation of K Street, Massachusetts Avenue, and H Street Bridges over Center Leg Freeway and the Mechanical and Electrical Upgrade of the Air Rights Tunnel

Location: Baltimore, MD

Current Status: Completed

Date of Involvement: from 2005 through 2010

Project Value (USD): \$10 million

Description of Specific Roles and Responsibilities:

The project included the rehabilitation of three roadway bridges, roadway resurfacing, sidewalk replacement, traffic signal relocation and replacement, and new street lighting and associated conduits, as well as mechanical and electrical upgrades of the Air Rights Tunnel ventilation and ventilation control systems. The project also included the implementation of changes to the tunnel that would make the tunnel adhere as closely as possible to the National Fire Protection Association (NFPA) 502, Standard for Road Tunnels, Bridges, and Other Limited-Access Highways. As the project manager, Matt's responsibilities included leading structural inspections; developing bridge rehabilitation plans; and overseeing work generated from traffic signals, street lighting, and mechanical, electrical, plumbing, and roadway disciplines. The project was made more challenging due to a compressed District Department of Transportation (DDOT) schedule to meet Federal Highway Administration funding obligation deadlines. Duties also included developing project specifications in accordance with 2009 DDOT standards for a federally funded project. Budgetary and schedule controls, as well as coordination with District of Columbia Water and Sewer Authority, Pepco, the District of Columbia Department of Motor Vehicles, and other DDOT staff were also included.

Proposer's Client Contact Person

Name: Abdullahi Mohamed

Title: Supervisory Civil Engineer at District Department of Transportation (DDOT)

Address: 55 M. Street, SE Suite 400, Washington DC 20003

Phone: (202) 671-4614

Fax: _____

Email: abdullahi.mohamed@dc.gov

Relevant Project Experience⁽²⁾

Project: Broad Run Maintenance Facility

Location: Prince William County, VA

Current Status: Completed

Date of Involvement: from 2008 through 2010

Project Value (USD): \$11 million

Description of Specific Roles and Responsibilities:

Matt served as the project manager and structural lead. His duties included the overall management of the project, coordination with the client, the design of the steel building frame and structural details, concrete foundations supported on rammed aggregate piers, reinforced-concrete grade beams, concrete floor slabs, a 100-foot-long concrete inspection pit, and other various structural details. Duties also included heavy coordination with the electrical, mechanical, and plumbing disciplines; project controls; daily client interaction; a massive utility relocation effort; and coordination with Virginia Dominion Power. He was responsible for applying for land use and construction permits with the County for the duration of the project, as well as completing construction-phase services, including submittal reviews, requests for information responses, change orders, and supporting construction estimates, as well as construction field changes and required paperwork to the County to approve the changes. Served as the County's structural engineer of record for the duration of the project and coordinated the work with the Prince William County Special Inspections Section.

Proposer's Client Contact Person

Name: Sirel Mouchantaf

Title: Director of Construction, Virginia Railway Express

Address: 1500 King Street, Suite 202, Alexandria VA 22314

Phone: (703) 780-6688

Fax:

Email:

Relevant Project Experience⁽²⁾

Project: Central Corridor Light Rail Transit, Operations and Maintenance Facility

Location: St. Paul, MN

Current Status: Completed

Date of Involvement: from 2007 through 2010

Project Value (USD): \$37 million

Description of Specific Roles and Responsibilities:

The project included the analysis and retrofit design of an existing warehouse building to be converted into a light rail maintenance facility. As the structural lead, Matt's responsibilities included extensive analysis, staged demolition, and the redesign of major structural building components. Design included the analysis, redesign, and retrofitting of the building steel framing and roof system; the selective demolition and reconstruction of the pile-supported reinforced-concrete floor systems; and the removal and replacement of fascia walls and man doors. Required retrofits were supported by newly designed helical pile foundations and grade beams. The design also included the addition of a train wash equipment annex, new retaining walls, crash walls, an overhead catenary system, utility supports, and underslab utility runs. Proposed architectural clerestories and the addition of retail space required extensive steel retrofits in the form of concrete-encased steel columns. Matt developed details for structural retrofits to strengthen 10 types of steel columns. New design of in-ground concrete inspections pits, a wheel truing pit, hydraulic lift pits, a steam wash pit, embedded tracks, and a train wash area with subgrade recycle tanks was also included. The work was coordinated heavily with architectural, mechanical, plumbing, track, and civil disciplines.

Proposer's Client Contact Person

Name: Rich Rovang

Title: Assistant General Manager, Metro Transit

Address: 560 Sixth Ave. North, Minneapolis, Minnesota 55411

Phone: (612) 373 3333

Fax:

Email: rich.rovang@metrotransit.org

Relevant Project Experience⁽²⁾

Project:	Northstar Rail Yard Facility Design
Location:	Sherbourne County, MN
Current Status:	Completed
Date of Involvement:	from 2005 through 2007
Project Value (USD):	\$27 million

Description of Specific Roles and Responsibilities:

The project included the design of a maintenance facility and train wash building for Northstar Commuter Rail. As structural lead, Matt's responsibilities included design of two buildings: the Northstar Rail Maintenance Facility and the Train Wash Building. The first building consisted of a steel frame structure with precast-concrete wall planks with a roof support by joist girders and trusses. The train wash building consisted of precast-concrete panels and precast-concrete roof planks. Duties included the full structural design of the maintenance and train wash buildings, including reinforced-concrete spread footings and columns, steel framing, joist girders, cantilever crane beam supports, crane beam, tie-off points for two separate fall-protection systems, and other miscellaneous connections and details, including a removable wall section for future expansion. The railcar service pit supported the rail on steel columns and a concrete foundation. The railcar component removal pit supports rail on cast-in-place concrete walls. Structural construction support was also supplied in the form of requests for information, as well as shop drawing review. The original design work, as well as construction-phase services, was performed in concert with architectural, mechanical, plumbing, track, and civil disciplines.

Proposer's Client Contact Person

Name: Brien Konkol
Title: Principal Engineer, Minnesota DOT
Address: 395 John Ireland Blvd., St Paul Minnesota 55155-1899
Phone: (651) 366-4163
Fax:
Email: brien.konkol@state.mn.us

Notes:

(1) Commitment Indicates the amount of time (in percent) that the staff person would be available to work on the Project during the permitting, design, construction, startup and testing, and operations phases of the Project. Indicate by "N/A" where the individual is not proposed to be involved in a particular phase of the Project. For example, If a person would be available 20 hours a week out of a 40-hour work week, reply 50%
(2) Provide only those projects valued at greater than \$5M USD.

KEY STAFF

General Information

Name: Daniel H. Beebe
Firm: Parsons Transportation Group Inc.
Title: Senior Engineer - Communications

Years employed by firm: 12 years
Total Professional Experience: 12 years

Professional Registration and
Licenses (type/state/year/license
number): Engineer-in-Training, ET 010603, PA

(insert title of System here)
Title/Assignment Communications Design Manager

Description of Role/Responsibilities:

The Communications Design Manager will be responsible for managing all Parsons' communications design responsibilities, coordinating communications design interfaces with Bombardier, and preparing required communications specifications and installations designs.

Commitment ⁽¹⁾	Permitting	<u>N/A%</u>	Design	<u>90%</u>
	Construction:	<u>25%</u>	Startup and Testing:	<u>50%</u>
	Operation	<u>N/A%</u>		

Relevant Project Experience⁽²⁾

Project: Metro Gold Line Foothill Extension, Phase 2A
Location: Los Angeles County, CA
Current Status: Ongoing, estimated completion 9/2015
Date of
Involvement: from 11/2011 through 11/2013
Project Value (USD): \$550,000,000

Description of Specific Roles and Responsibilities:

Daniel designed the fiber-optic OC-48 SONET CTS backbone network, as well as the public address, CCTV, TPIS, and intrusion detection systems for both the mainline alignment and the M&O facility and yard. To support the design work, he performed audio coverage calculations, CCTV field-of-view diagrams, fiber-optic link loss budgets, and network bandwidth analyses. He also supported the telephone, fire detection, and SCADA designs for the project.

Proposer's Client Contact Person

Name: Chris Burner
Title: Chief Project Officer
Address: 406 East Huntington Drive, Suite 202
Monrovia, CA 91016
Phone: (626) 471-9050 OR (626) 305-7022
Fax: (626) 471-9049
Email: CBURNER@FOOTHILLEXTENSION.ORG

Notes:

(1) Commitment indicates the amount of time (in percent) that the staff person would be available to work on the Project during the permitting, design, construction, startup and testing, and operations phases of the Project. Indicate by "N/A" where the individual is not proposed to be involved in a particular phase of the Project. For example, if a person would be available 20 hours a week out of a 40-hour work week, reply 50% (2) Provide only those projects valued at greater than \$5M USD.

KEY STAFF

General Information

Name: David D. Penrose
Firm: Parsons Transportation Group Inc.
Title: Principal Engineer - Electrical

Years employed by firm: 15 years
Total Professional Experience: 17 years

Professional Registration and
Licenses (type/state/year/license
number): Not Applicable

(insert title of System here)
Title/Assignment Traction Power Design Management

Description of Role/Responsibilities:

The Traction Power Design Manager will be responsible for managing all Parsons' traction power design responsibilities, including coordinating power design requirements, preparing design analysis, and producing required design documentation.

Commitment ⁽¹⁾	Permitting	<u>N/A %</u>	Design	<u>90%</u>
	Construction:	<u>25%</u>	Startup and Testing:	<u>25%</u>
	Operation	<u>N/A %</u>		

Relevant Project Experience⁽²⁾

Project: Houston Metro Light Rail Expansion Project, Design-Build
Location: Houston, Texas
Current Status: Completed
Date of
Involvement: from 4/2010 through 4/2015
Project Value (USD): \$1, 258,500,000

Description of Specific Roles and Responsibilities:

David was responsible for the design of the traction power system for the new Service & Inspection facility yard and shop and the modification of the existing Rail Operations Center facility yard and Shop. His responsibilities included substation site design, equipment layouts, conduit routing, cable and conduit sizing, and coordination with multiple disciplines for the Shop. His additional responsibilities included submittal review for both systems and the mainline substations and supporting other electrical disciplines.

Proposer's Client Contact Person

Name: Gary Clarner
Title: Chief, Traction Power
Address: Metropolitan Transit Authority, Service & Inspection Facility
5880 Texas Ave, Houston, TX 77011
Phone: (713) 982-8214 (office); (713) 962-4291 (mobile)
Fax: (713) 758-9753
Email: GARY.CLARNER@RIDEMETRO.ORG

Notes:

(1) Commitment indicates the amount of time (in percent) that the staff person would be available to work on the Project during the permitting, design, construction, startup and testing, and operations phases of the Project. Indicate by "N/A" where the individual is not proposed to be involved in a particular phase of the Project. For example, if a person would be available 20 hours a week out of a 40-hour work week, reply 50% (2) Provide only those projects valued at greater than \$5M USD.

KEY PERSONNEL**General Information**

Name: Phyllis Lai
Firm: Parsons Construction Group Inc.
Title: Project Engineer

Years employed by firm: 2 years
Total Professional Experience: 12 years

Professional Registration and
Licenses (type/state/year/license
number): Professional Engineer, 062059158, IL

Title/Assignment Designer, Trackwork

Description of Role/Responsibilities:

Phyllis is a civil engineer with more than 10 years of experience planning, designing, and managing site development projects for railroad, intermodal facilities, industrial, commercial and residential sites. She is skilled in multiple engineering phases, including grading and drainage, trackwork, stormwater management, drafting, and permit preparation. As a design engineer, Phyllis excels at cost and plan analyses, as well as implementing strategies to make sure project objectives and quality standards are consistently met. She also maintains strong relationships with project clients, regulatory agencies, and team members to support ongoing engineering tasks. Phyllis has managed all phases of roadway and utilities planning and execution, including the preparation and delivery of bidding packages, cost estimates, and engineering plans and specifications. Her expertise includes designing and implementing grading and drainage plans; preparing hydraulic and hydrologic analyses; producing floodplain studies and wetland restorations; creating erosion control plans, schedules, calculations, and project specifications; and developing construction documents and technical reports, such as stormwater detention management and pollution prevention plans and earthwork quantity analyses. Phyllis reviews shop drawings and plans to make sure quality standards are maintained throughout the course of a project. She also monitors cost analyses to support budget expectations and supervises the execution of site permitting.

Commitment⁽¹⁾

Permitting _____ %	Design 80 _____ %
Construction: _____ %	Startup and Testing: _____ %
Operation _____ %	

Relevant Project Experience⁽²⁾

Project: BNSF Engineering Services
Location: Nationwide
Current Status: Ongoing
Date of
Involvement: from 2013 through Ongoing
Project Value (USD): Task Order Based

Description of Specific Roles and Responsibilities:

Parsons has been selected by Burlington Northern and Santa Fe (BNSF) Railway for a new 3-year general engineering contract to provide systemwide engineering for civil, track, mechanical, structural, and electrical work in addition to architectural and construction management services. General engineering services include but are not limited to preliminary and final design engineering, construction engineering, integration, and inspections. Parsons prepared BNSF existing bridge plans from field notes and field pictures

Proposer's Client Contact Person

Name _____
Title: _____

Address: 4515 Kansas Avenue, Kansas City, Kansas, 66160

Phone: _____

Fax: _____

Email: _____

Relevant Project Experience⁽²⁾

Project: Houston METRO Light Rail Expansion Project

Location: Houston, TX

Current Status: Completed

Date of

Involvement: from 2013 through 2014

Project Value (USD): \$1.3 billion

Description of Specific Roles and Responsibilities:

The Parsons-led Houston Rapid Transit joint venture involved designing and constructing three light rail transit corridors, which entailed civil works components, associated light rail transit communications, and traction power systems. The total length of the project was approximately 15 miles and included 23 stations. The project scope also consisted of roadway betterments, stations, guideway, an operations center, two facilities, and several major and minor bridges. Phyllis' responsibilities included developing horizontal and vertical alignment for Storage Tracks at Rail Operations Center by using MicroStation InRoads, preparing CAD sheets, construction details, typical sections, determining horizontal clearance between track horizontal and existing/proposed OCS poles by using InRoads, and coordinating activities with engineers and clients.

Proposer's Client Contact Person

Name: Roberto Trevino

Title: Vice President, Metropolitan Transit Authority of Harris County (METRO)

Address: 1900 Main Street, Houston, Texas 77208-1429

Phone: (713) 739-6062

Fax: (713) 739-4081

Email: Roberto.Trevino@ridemetro.org

Relevant Project Experience⁽²⁾

Project: Dulles Metrorail Extension Phase 2 Design Build

Location: Fairfax and Loudon County, VA

Current Status: Completed

Date of

Involvement: from 2013 through 2014

Project Value (USD): \$6 billion

Description of Specific Roles and Responsibilities:

Parsons was the lead designer on the design-build team and was responsible for the design and construction of Phase 2 of the WMATA (Washington Metropolitan Area Transit Authority) Silver Line Extension out to Dulles International Airport and beyond. The project included the design and construction of an 11.4-mile segment of double track and systems, six transit stations, and roadway improvements running from Reston, Virginia, through Washington Dulles International Airport into Loudoun County, Virginia. The complete MWAA 23-mile Metrorail extension to Dulles (Phase 1 and Phase 2) is currently the largest public infrastructure project in the United States, totaling more than \$6 billion. In addition to the rail transit system design, this project ran in the central median of a multi-lane limited access highway system and included significant modifications to the adjacent highways, major improvements to stormwater management within the project area, elevated bridge structures, retaining walls and related environmental work. It included a major rail station within the Dulles Airport historical view-shed and work within environmentally and culturally sensitive areas. Phyllis' responsibilities included creating and providing QA on construction details such as special trackworks, concrete ties and emergency guard rail, contact rail arrangement, track typical cross sections, OTM (other track materials), track typical details, cable trough etc.

Proposer's Client Contact Person

Name Nancy Hsu

Title: Deputy Director for Design, Metropolitan Washington Airports Authority (WMAA)

Address: 198 Van Buren Street, Suite 300, Herndon, Virginia 20170

Phone: (703) 572-0639

Fax: _____

Email: Nancy.Hsu@dullesmetro.com

Relevant Project Experience⁽²⁾

Project: Hudson Yards Development

Location: New York, NY

Current Status: Completed

Date of

Involvement: from 2013 through 2014

Project Value (USD): \$16 billion

Description of Specific Roles and Responsibilities:

Parsons provided program management, field coordination, and design services to the Related Companies in support of a new development in the heart of Manhattan. The development included a \$16 billion high-rise complex over the Long Island Rail Road yard between 10th and 12th Avenue. The project necessitated the construction of an overbuild platform over the site to allow the continued operations of the Long Island Rail Road within Hudson Yards and its use as a storage facility. An Amtrak rail tunnel segment was also built underneath the site. This 700-foot tunnel segment was added to the project under an agreement with Amtrak to preserve the ability to increase future Northeast Corridor capacity under the Hudson River to Penn Station. Parsons' program management scope included construction management of the tunnel and Long Island Railroad Maintenance of Equipment building; coordination of the demolition and future rebuilding of a railroad maintenance facility; identification of impacts to Related's Platform schedule; and coordination with the Long Island Rail Road on construction reviews and track outage requests. Parsons also performed design services including certain track, communication, mechanical, electrical, plumbing, fire protection, utility, structural, and architectural elements below the overbuild platform. Phyllis' responsibilities included utilizing existing yard tracks to create proposed horizontal yard track alignments, truck route creating multiple options for yard track alignments, and providing taper platform edge clearance exhibit.

Proposer's Client Contact Person

Name Ron Wackrow

Title: Executive Vice President, The Related Companies

Address: 60 Columbus Circle, New York, New York 10023

Phone: (212) 801-1122

Fax: _____

Email: RWackrow@Related.com

Relevant Project Experience⁽²⁾

Project: Railroad Design Engineer / Civil Engineer

Location: Chicago, IL

Current Status: Completed

Date of

Involvement: from 2011 through 2012

Project Value (USD): Various

Description of Specific Roles and Responsibilities:

Phyllis worked for Class 1 freight railroad, municipal, and industrial clients. She prepared design documents for track works including horizontal and vertical alignments, cross sections, grade crossing, profile, specifications,

criteria, and details, and provided drainage, earthwork and track quantity calculations. She also reviewed engineering plans to ensure quality standards were maintained and supported the project manager in preparation of proposal and budget control.

Proposer's Client Contact Person

Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Notes:

(1) Commitment indicates the amount of time (in percent) that the staff person would be available to work on the Project during the permitting, design, construction, startup and testing, and operations phases of the Project. Indicate by "N/A" where the individual is not proposed to be involved in a particular phase of the Project. For example, if a person would be available 20 hours a week out of a 40-hour work week, reply 50% (2) Provide only those projects valued at greater than \$5M USD.

KEY PERSONNEL

General Information

Name: Robert L. DeCostro
Firm: Bombardier Transportation
Title: Project Manager

Years employed by firm: 10 years
Total Professional Experience: 10 years

Professional Registration and
Licenses (type/state/year/license
number): N/A

(insert title of System here)

Title/Assignment Project Lead – O'Hare ATS Expansion and Modernization Project

Description of Role/Responsibilities:

Energy Storage & Maintenance Recovery Vehicles to customer; ensures Team members have sufficient financial reporting governance; ensures all risks & opportunities are properly addressed & mitigated; Leads Team in the successful completion of assigned tasks within schedule, allocated budgets & scope.

Commitment ⁽¹⁾	Permitting <u>100</u> %	Design <u>100</u> %
	Construction: <u>100</u> %	Startup and Testing: <u>100</u> %
	Operation <u>0</u> %	

Relevant Project Experience⁽²⁾

Project: Phoenix Sky Train Project
Location: Phoenix Sky Harbor International Airport
Current Status: Operational
Date of
Involvement: from 2010 through Current
Project Value (USD): \$235M USD

Description of Specific Roles and Responsibilities:

Responsible for supply of full turnkey transit solution with all systems integration and testing/commissioning scope of work. Leads multi-functional teams in Pittsburgh and Phoenix regarding resource, allocation, design, procurement, manufacturing, installation and systems integration of overall system.

Proposer's Client Contact Person

Name Anne Kurtenbach
Title: Aviation Program Manager
Address: Phoenix Sky Harbor International Airport, PHX Sky Train® Project
500 S. 24th Street, Phoenix, AZ 85034
Phone: 602-683-3793
Fax: _____
Email: anne.kurtenbach@phoenix.gov

Notes:

(1) Commitment Indicates the amount of time (in percent) that the staff person would be available to work on the Project during the permitting, design, construction, startup and testing, and operations phases of the Project. Indicate by "N/A" where the individual is not proposed to be involved in a particular phase of the Project. For example, if a person would be available 20 hours a week out of a 40-hour work week, reply 50% (2) Provide only those projects valued at greater than \$5M USD.

KEY PERSONNEL

General Information

Name: Randell Rice
Firm: Bombardier
Title: Project Engineering Manager

Years employed by firm: 24 years
Total Professional Experience: 27 years

Professional Registration and
Licenses (type/state/year/license
number): N/A

(insert title of System here)
Title/Assignment Vehicle Project Engineering Manager

Description of Role/Responsibilities:

Mr. Rice will perform the role of Lead Vehicle Project Engineering Manager, and will be responsible for all engineering design activities related to the vehicle from design through passenger service. Duties include the management of all engineers assigned to the vehicle requirements management, scheduling activities, budgeting, working with the owner, subcontractors/suppliers, consultants, operations and planning personnel, procurement and manufacturing. Responsibilities include management, coordination, and oversight of any new or design changes required, analysis, sub-system integration and the coordination of multi-disciplined engineering functions.

Commitment ⁽¹⁾	Permitting <u>100</u> %	Design <u>100</u> %
	Construction: <u>100</u> %	Startup and Testing: <u>100</u> %
	Operation <u>0</u> %	

Relevant Project Experience⁽²⁾

Project: Taipei Metro System Neihsu Line (Extension to Mucha Line)
Location: Taipei, Taiwan
Current Status: Operational
Date of
Involvement: from 2003 through 2007
Project Value (USD): \$440M USD

Description of Specific Roles and Responsibilities:

Project Engineering Manager responsible for the design of the Neihsu car bodies, bodies, interiors and vehicle integration activities, including coordination and oversight of design activities. Rice's responsibilities included design support for the refurbishment of the existing Mucha Line vehicle fleet and integration/replacement of the automatic train control equipment.

Proposer's Client Contact Person

Name: Mr. Jou, Shine-Kwei
Title: Director of SEMPO
Address: Department of Rapid Transit Systems, Taipei City Government, No. 7, Lane 48, Sec. 2, Zhongshan N. Rd., Taipei City 10448, Taiwan (R.O.C.)
Phone: 886 236 718 18
Fax: _____
Email: skjou@trts.dorts.gov.tw

Notes:

(1) Commitment indicates the amount of time (in percent) that the staff person would be available to work on the Project during the permitting, design, construction, startup and testing, and operations phases of the Project. Indicate by "N/A" where the individual is not proposed to be involved in a particular phase of the Project. For example, if a person would be available 20 hours a week out of a 40-hour work week, reply 50% (2) Provide only those projects valued at greater than \$5M USD.

KEY PERSONNEL

General Information

Name: Thomas Sheakley
Firm: Bombardier
Title: Project Engineering Manager

Years employed by firm: 13 years
Total Professional Experience: 42 years

Professional Registration and
Licenses (type/state/year/license
number): N/A

(insert title of System here)
Title/Assignment Wayside Project Engineering Manager

Description of Role/Responsibilities:

Plans, organizes, leads, directs and manages implementation of the Project's engineering efforts from the design phase through final T&C; serves as the lead technical representative to interface with the customer, and directs a multi-disciplined engineering team comprised of mechanical, civil, electrical and electronics engineers, in meeting project schedules and customer deliverables. Additionally, responsible for coordinating the integration of different engineering disciplines and subsystems.

Commitment ⁽¹⁾	Permitting <u>100</u> %	Design <u>100</u> %
	Construction: <u>100</u> %	Startup and Testing: <u>100</u> %
	Operation <u>0</u> %	

Relevant Project Experience⁽²⁾

Project: Taipei Metro System Mucha Extension (Neihu) Line Project
Location: Taipei, Taiwan
Current Status: Operational
Date of
Involvement: from 2005 through 2007
Project Value (USD): \$440M USD

Description of Specific Roles and Responsibilities:

As Project Engineering Manager for this project, Mr. Sheakley was the lead project engineering manager responsible for installation, design, and coordination of subsystems; responsible for managing the engineering schedules and budgets; planned, organized, and led the installation design team comprised of engineers from multiple disciplines.

Proposer's Client Contact Person

Name: Mr. Jou, Shine-Kwei
Title: Director of SEMPO
Address: Department of Rapid Transit Systems, Taipei City Government, No. 7, Lane 48, Sec.2, Zhongshan N. Rd., Taipei City 10448, Taiwan (R.O.C.)
Phone: 886 236 718 18
Fax: _____
Email: skjou@trts.dorts.gov.tw

Notes:

(1) Commitment indicates the amount of time (in percent) that the staff person would be available to work on the Project during the permitting, design, construction, startup and testing, and operations phases of the Project. Indicate by "N/A" where the individual is not proposed to be involved in a particular phase of the Project. For example, if a person would be available 20 hours a week out of a 40-hour work week, reply 50% (2) Provide only those projects valued at greater than \$5M USD.

EXHIBIT 2 - SCHEDULE OF COMPENSATION

1 MEASUREMENT AND PAYMENT

See also GP Section 2.2 for additional requirements related to payment for completed Work and Work in progress.

1.1 GENERAL

For performance of the Work of this Contract, the City will make payments in U.S. dollars to the Contractor in accordance with the accepted *Schedule of Values*, that shall be based on lump sum amounts established by the Contractor in its *Fixed Price Proposal* for design, construction, fabrication/installation, test, integration and overall Project management of the Work, and for performance of all related services for the System (including any Fixed Facilities) as identified in the Contract Documents.

1.2 PROGRESS PAYMENTS

Progress payments will be made not more frequently than monthly solely on the basis of the *Schedule of Values*.

1.2.1 Schedule of Values Requirements

- A. The *Schedule of Values* shall be a further refinement of the *Price Breakdown* provided in the *Fixed Price Proposal*. Each bid item of the *Price Breakdown* shall be divided into measurable/deliverable “activities,” with each activity number the same as used for the CPM schedule (see SP Section 6.1.2) resulting in a form of price-loaded CPM schedule. For each bid sub-item number and title, the same quantity, unit price and sub-item price from the *Price Breakdown* shall be included along with a breakdown of its specific activities. Then for each activity number, a description of the activity, quantity and units, unit prices and a specific scheduled value for the activity shall be provided. Measurable/deliverable activities shall be defined for each and every item of Work to be submitted (i.e., each CDRL, each specific delivery of equipment and material to the Work Site to coincide with the expected packing list, specific sections of construction and/or installation, tests, Project management/administration, and engineering).

When the *Schedule of Values* is time programmed in accordance with the CPM schedule the resultant cash flow, as well as the actual accumulation of payments, shall not exceed the proposed *Cash Flow Schedule* submitted by the Contractor in its Proposal.

All Contractor invoices shall be for completed Work in accordance with the *Schedule of Values*, with payment subject to acceptance as provided in Section 1.2.3.

During the first 120 days of the Contract, the preliminary *Schedule of Values* submitted in the Proposal shall be the basis for Contractor invoicing and

payment, or until the Commissioner accepts the interim *Schedule of Values* (see below).

Within 60 days after Notice to Proceed (NTP) #1, the Contractor shall submit for the Commissioner's review and acceptance, a draft interim *Schedule of Values*, that shall cover all detailed Work for the period from NTP #1 up to and including the completion of all Final Design Reviews and preliminary updated values for the Work for the remainder of the Contract period.

Within 30 days after the Commissioner's review of the draft interim *Schedule of Values*, the Contractor shall submit the interim *Schedule of Values* for the Commissioner's review and acceptance, that shall become the interim basis for Contractor invoicing and payments.

Within 30 days after the completion of all Final Design Reviews, the Contractor shall submit, for the Commissioner's review and acceptance, the final *Schedule of Values* that shall include qualified and quantified bills of materials for all deliveries of equipment and materials and quantified descriptions of all construction, installation and testing based upon the final design of the System. With each version of the *Schedule of Values*, the Contractor shall submit a revised *Cash Flow Chart* to ensure that the *Schedule of Values* will not result in exceeding the *Cash Flow Schedule*, submitted by the Contractor in its Proposal.

Table 1.2.1-1 provides an example of a *Schedule of Values* workup.

TABLE 1.2.1-1: SCHEDULE OF VALUES EXAMPLE

WBS ITEM NO.: WBS TITLE				
Sub-Item No.: Sub-Item Title				
Activity No.	Activity Description	Quantity / Units	Unit Price \$	Scheduled Value (\$)
WBS 1.1: GUIDEWAY FACILITIES				
1.1.7: Security Barriers				
1.1DM0030	Install Fencing, Section 2B3	600 ft.	### / ft.	#####
1.1DM0040	Install Fencing, Section 2B4	750 ft.	### / ft.	#####
1.1CI0060	Install Access Gates, Section 2B3	2 ea.	### / ea.	#####
1.1CI0070	Install Access Gates, Section 2B4	3 ea.	### / ea.	#####
WBS 2.1: GUIDEWAY EQUIPMENT				
2.1.1: Vehicle/Train Running Surface				
2.1GM0020	Const Running Surf Sect 2B3	600 ft.	### / ft.	#####
2.1GM0030	Const Running Surf Sect 2B4	750 ft.	### / ft.	#####
2.1.2: Guidance and Retention Devices				
2.1XM0010	Fabricate Guide Rails	15,100 ft.	### / ft.	#####
2.1YM0020	Ship Guide Rails	15,100 ft.	###	#####
2.1GM0120	Install Guide Rails Sect 2B3	600 ft.	### / ft.	#####
2.1GM0130	Install Guide Rails Sect 2B4	750 ft.	### / ft.	#####
2.1.15: Access Stairs and Ladders				
2.1XM0130	Fabricate Access Stairs	16 ea.	### / ea.	#####
2.1YM0140	Ship Access Stairs	16 L.S.	###	#####
2.1GM1030	Install Access Stair Sect 2B3	1 ea.	### / ea.	#####
2.1GM1040	Install Access Stair Sect 2B4	1 ea.	### / ea.	#####
WBS 2.10: PROJECT MANAGEMENT AND ADMINISTRATION				
2.10.16: Project Documents, including "As-Built", Software Documents and CDRL Documents				
2.10MS0002	CDRL 2 - <i>Project Management Plan</i> Preliminary	1 ea.	### / ea.	#####
2.10MS0003	CDRL 3 - <i>Network Analysis</i> Preliminary	1 ea.	### / ea.	#####
2.10MS0004	CDRL 4 - <i>Work Schedule</i> Preliminary	1 ea.	### / ea.	#####
2.10.18: Administration and Project Management				
2.10MG0130	Project Management - Month 3	1 mo.	### / mo.	#####
2.10MG0140	Project Management - Month 4	1 mo.	### / mo.	#####
2.10SM0130	Const. Management - Month 3	1 mo.	### / mo.	#####
2.10SM0140	Const. Management - Month 4	1 mo.	### / mo.	#####

- B. The Contractor's overhead, profit, insurance, cost of bonds and/or financing, and provisions for inflation and any currency exchange as well as "general provisions costs," (e.g., Work Site cleanup and maintenance, temporary roads and access, off Site access roads, temporary power and lighting, security and the like), shall be prorated through all activities so that the sum of all the *Schedule of Values* line items equals the Contractor's total Contract Amount.
- C. The Commissioner will review the *Schedule of Values* breakdown in conjunction with CPM schedules to ensure that the dollar amounts reflected in the *Schedule of Values* are, in fact, fair market cost allocations for the Work items listed. Upon favorable review, this *Schedule of Values* will be accepted for use by the Contractor and the City. The Commissioner will be the sole judge of fair market cost allocations.
- D. Any attempt to increase the cost of early activities, i.e., "front loading," will be rejected by the Commissioner resulting in a complete rejection of the *Schedule of Values* until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work or refusal to process progress payments, until such time as the *Schedule of Values* is acceptable to the Commissioner.

1.2.2 Advance Payments

Upon NTP #1, an advance payment in the amount of ten percent of the total Contract Amount shall be made to the Contractor. This advance payment shall be refunded to the City on a prorata payment basis as follows. The ratio that each payment is to the total Contract Amount shall be multiplied times the advance payment and then credited against the respective payment that is requested. In the event that a balance of the advance payment exists at the time the Contract is either completed or terminated, the balance shall be due and payable to the City.

1.2.3 Application for Payment

The Contractor shall submit its Applications for Payments to the Commissioner, and shall receive payments in accordance with the following provisions and GP Section 2.2.

All Applications for Payment shall be based on the accepted *Schedule of Values*. The format of these applications shall be subject to acceptance by the Commissioner. The total payment requested for each month shall be broken down into specific items from the *Schedule of Values* that have been completed/delivered and for which payment is requested, less the prorated advance refund per Section 1.2.2. All such payments shall be commensurate with the actual progress of Work, and must also be substantiated and itemized in the *Monthly Progress Report* and accepted by the Commissioner. Payments will not be made for any Work that cannot be so substantiated and/or that has not been accepted by the Commissioner.

Payments shall be subject to retainage by the City according to Section 1.2.4.

Applications shall be submitted to the Commissioner not more frequently than monthly, no later than 15 days after the close of the Contractor's monthly accounting period, and shall include all amounts becoming payable during that monthly accounting period for progress under the Contract. The first *Application for Payment* shall not be submitted prior to the close of the Contractor's monthly accounting period that is underway at the time of the NTP. Applications shall be certified by the Contractor's authorized representative, duly authorized in writing to execute contractual instruments on behalf of the Contractor.

After review, payments will be made by the City within 60 days after receipt from the Contractor of a proper *Application for Payment*. The Contractor shall promptly make payments to each of its subcontractors and vendors within 14 days after receipt of payment from the City for the specific Work or deliverables by the subcontractors and vendors.

Each *Application for Payment* shall be transmitted as an enclosure to a cover letter, the format of which shall be provided by the Commissioner. The cover letter shall cite the total amount of the application. Enclosed with the cover letter and *Application for Payment* shall be the *Monthly Progress Report* and specified accompanying material. The *Application for Payment* shall be in hard copy and in an electronic format acceptable to the Commissioner.

Completion of all milestones, intermediate milestones, or Work for which payment is requested shall be subject to acceptance by the Commissioner. All progress payments will be subject to correction following the discovery of an error, misreported progress, misrepresentation, or unallowable cost in any previous application, with the correction amount applied to reduce the requested amount of a subsequent *Application for Payment*. Acceptance by the Commissioner, and payment for any application by the City, shall not in any respect be taken as an admission by the City or the Commissioner of the amount of Work completed, or the release of the Contractor from any of its responsibilities under the Contract.

City may withhold or suspend payments or portions thereof, to such extent as may be necessary to protect itself from loss on account of:

- A. Work or execution thereof not performed or not in accordance with the Contract Documents.
- B. The cost of Work performed by the City, or contracted to others by the City, on behalf of the Contractor where the Work, or the costs thereof, is identified in the Contract Documents as the responsibility of the Contractor and Contractor either refuses to perform the Work or had agreed with the City that it be performed by the City or others.
- C. Items of Work that remain to be corrected or completed following Substantial Completion.
- D. Failure to deliver acceptable submittals per the CDRL.
- E. Defective Work not remedied.

- F. Unsatisfactory execution of the Work by the Contractor.
- G. Failure of the Contractor to make payments properly to Subcontractors, or for labor, materials or equipment.
- H. Damage to another contractor.
- I. Reasonable indication that the Work will not be completed within the Contract Time, including failure to clean up.
- J. The City has been required to correct defective Work or complete the Work.

Any and all such suspended payments shall be paid by the City to the Contractor within 30 days after the grounds for the suspension are satisfactorily removed.

At the time of Final Acceptance, the City will release all amounts withheld in accordance with this section, less an amount equal to twice the value (as determined by the Contracting Officer) of the Contractor's unsettled obligations to the City at the time of Final Acceptance. Subsequent to Substantial Completion and prior to Final Acceptance, the City may release such portions of the withheld amount as it determines are not required to protect the interests of the City, such interests being the completion of and/or correction of any Contractor's obligations and satisfaction of the conditions of Section 1.5.

All compensation that remains due and unpaid after Final Acceptance of the Work shall be paid to the Contractor by the City as provided in Section 1.5.

1.2.4 Retainage and Release of Retainage

1.2.4.1 Retainage

1. Pursuant to the Chicago Municipal Code provision entitled Retainage in Title 2, Ch. 2-92, Sect. 2-92-250 and 49 CFR § 26.29, the Commissioner shall retain ten percent (10%) from the invoice sums approved and due the Contractor ("Retainage") until the amount so retained reaches five percent (5%) of the Contract value including approved Contract Modifications, unless the Commissioner determines a different amount is appropriate as provided below. As each Subcontractor satisfactorily completes its Work as required for payment under Exhibit 6, Section IX.G., the Contractor Retainage amount will be incrementally reduced, in an amount equal to the retainage paid by the Contractor to the Subcontractor, and released to the Contractor pursuant to the Release of Retainage conditions below.
2. After 75% satisfactory completion of the project, based on Pay Estimates approved and due the contractor, the contractor may request that the Commissioner reduce the Retainage to 3% of the contract value including Contract Modifications. However, the Commissioner may, at the Commissioner's sole discretion, decline to reduce the Retainage held, and has

the right to increase the amount of the Retainage withheld at any time if the Commissioner considers the performance or progress of the Work to be such that the City will likely incur damages, including but not limited to liquidated damages, in excess of the Retainage. Any Retainage which may be due to the Contractor in accordance with the Contract Documents will be released by the Commissioner upon Contract Closeout.

3. The Contractor must not withhold retainage from its Subcontractors in excess of five percent (5%) of each subcontract amount, and must release retainage to its Subcontractors at least as frequently as the earlier of the City's release of Retainage to Contractor below or the prompt payment to Subcontractors required by Exhibit 6, Section IX.G.

1.2.4.2 Release of Retainage

1. Retainage shall be released in accordance with the requirements of 49 CFR § 26.29 as each Subcontractor's work is satisfactorily completed. "Satisfactory completion" of Subcontractor's work means all of the tasks called for in the subcontract have been accomplished and documented as required. When Contractor is satisfied that Subcontractor's work has been satisfactorily completed, Contractor shall release any retainage Contractor is holding on Subcontractor's work. Contractor shall submit to the City proof that the retainage has been received by Subcontractor, together with any other documentation of satisfactory completion as may be required by the Commissioner. If this subcontractor retainage submittal is acceptable, the City will accept an invoice for the amount of retainage released to the Subcontractor, and will reduce the Retainage sum by that amount.
2. Upon Substantial Completion of the Project, the Contractor must notify the Commissioner, in writing, that the Project will be ready for inspection and/or testing on a definite date. Such notice must be given at least fifteen (15) Calendar Days in advance of said date. If the Commissioner concurs that the Project will be ready for inspection and/or testing on the date given and recommends an inspection to the Commissioner, the Commissioner and other parties will make such inspection as is convenient for all parties, but within a reasonable period of time. The scheduling of the inspection to determine whether the Project is Substantially Complete shall not relieve the Contractor of its responsibilities under the Contract Documents. The Contractor is required to furnish access for the inspection. If the Commissioner finds that the Work is acceptable under the Contract Documents and has been fully and satisfactorily performed on a timely basis, Retainage will be reduced to one percent (1%) of the Contract Price, including Contract Modifications; provided that the Contractor has provided: (a) DBE final lien waivers, DBE conditional final lien waivers, or an affidavit of the DBE stating the final amount earned; (b) complete

certified payrolls; (c) documentation of the turn over of As-built drawings, record shop drawings, and product data; (d) spare stock of materials, spare parts, accessories, special tools, O&M manuals, guarantees, warranties; and (e) all other items required by the Contract Documents or the Commissioner.

3. Payment of Remaining Retainage at Final Completion of the Project: The remaining Retainage will be released to Contractor, subject to the Retainage conditions above, when all remaining Work and Punch List Work is complete and the Contractor submits to the Commissioner a sworn affidavit that states the following:
 - a. All payrolls, bills for materials and equipment, and all other indebtedness connected with the Work for which the City might in any way be responsible, have been paid or otherwise satisfied.
 - b. The "Contractor's Sworn Statement and Affidavit" for final release of Retainage has been provided to the Commissioner.
 - c. All claims made by Subcontractors of any tier, suppliers, and others against the Contractor, the City, any agents of the City, or the Commissioner have been resolved.
 - d. "Final Waiver of Lien and Contractor's Affidavit" forms for all Subcontractors of any tier have been provided to the Commissioner.
 - e. The Warranties and Guarantees, required by the Contract, have been provided to the Commissioner.
 - f. All Warranties and Guarantees are in full force and effect.
 - g. The surety's written consent, signed by its authorized representative, for final payment to be made directly to the Contractor, has been provided to the Commissioner.
 - h. The Contractor agrees that acceptance of final payment will constitute a general release to the City, its representatives, officials and employees of all claims of liability for anything done or furnished or relating to the Work of the Contract or for any act or neglect of the City or its agents officials and employees relating to or connected with the Contract.
 - i. As-Built documentation including but not limited to As-Built Contract drawings, As-Built Shop Drawings and Operation and Maintenance Manuals have been provided to the Commissioner as required by Exhibit 6, Article XII.A.

- j. All Sustainable Design documentation has been provided
 - k. All other documents requested by the Commissioner have been provided.
4. As a prerequisite to receive payment of the remaining Retainage, the Contractor must also comply with the following:
- a. The Contractor must remove all of the Contractor's trailers, equipment, leftover materials, and trash from the Project site, staging area(s) or anywhere else on the Airport. The Contractor must also restore the Contractor's staging area(s) to its (their) pre-construction condition. If the Contractor does not comply with this requirement, the Commissioner may provide written notice to comply within a period of time determined by the Commissioner. If the Contractor fails to comply with the written notice, the Commissioner may have the work done by others, and deduct the charge from the Contractor's retainage.
 - b. The Contractor must return all Airport Security Badges that have been issued to all of the Contractor's employees and all of its Subcontractors' employees of any tier. If there are any badges the Contractor does not or is unable to return, the Contractor will provide the name(s) of the individual(s) and a written explanation stating the reason the badge was not returned. The Commissioner will determine whether the Contractor has complied with this requirement and may deduct from the Retainage due to Contractor the amount then charged for lost badges pursuant to the Chicago Municipal Code.

1.2.5 Operations and Maintenance

Procedures for payments for the Operations and Maintenance Work by the Consultant are contained in the *Operations and Maintenance Agreement*.

1.2.6 Title and Acceptance

All material and Work covered by progress payments made shall, unless title had previously been vested in the City, become the sole property of the City; however, this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and Work upon which payments have been made, or for the restoration of any damaged Work, or as waiving the right of the City to require the fulfillment of all of the terms of the Contract.

The payment of any Contractor *Application for Payment* prior to Final Acceptance of the Work by the City shall in no way constitute an acknowledgment of the acceptance of the Work, nor in any way prejudice or affect the obligations of the Contractor.

See also GP Section 3.9 and SP Section 6.1.10 for requirements related to title to the Work.

1.3 PAYMENTS FOR CHANGES

Payment for Work accomplished under *Field Orders*, issued by the Commissioner and signed by the Contractor and the Commissioner in accordance with SP Section 12 and other applicable sections of the *General Provisions*, will be made as part of the monthly payments, with appropriate retainage. Prices for *Field Order* Work shall be based on the Contractor's detailed *Field Order* proposals, as accepted by the Commissioner, and the *Schedule of Values* shall be amended to reflect these changes. All such amendments to the *Schedule of Values* shall be subject to the Commissioner's acceptance. The Work represented by a particular change may be reflected as an amended milestone; or, where the change is an addition, may be assigned an appropriate new milestone and payment therefore shall be made only when the milestone Work has been successfully accomplished by the Contractor and accepted by the Commissioner. Changes to the System design resulting from the Contractor's errors or omissions in its Proposal shall not be reason for modifying the original Contract Amount.

1.4 ECONOMIC PRICE ADJUSTMENT

The *Schedule of Values* and all progress payments as provided in Section 1.2 shall include all provisions for inflation, currency exchange variations and any other cost variations over the period of the Contract. No price adjustments of payments shall be made to the Contract, except as specifically authorized in the Contract Documents.

1.5 FINAL PAYMENT

Final payment under the Contract will not be made until a Certificate of Final Acceptance has been issued by the City in accordance with the provisions of SP Section 8.7.2.

Prior to submitting an *Application for Final Payment*, the Contractor shall complete the following steps, and submit evidence of their completion with the *Application for Final Payment*:

- A. Publish the required notices of Work completion and thereafter furnish properly executed releases of any liens filed by personnel, vendors and/or subcontractors who have furnished materials or labor for the Work. In lieu thereof, and as agreed by the City, the Contractor may furnish an affidavit that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the City might in any way be responsible, have been paid or otherwise satisfied. If any subcontractor, materialman, fabricator or supplier fails to furnish a release or receipt in full, the Contractor may furnish a bond or other collateral satisfactory to the Commissioner to indemnify him against any lien.
- B. Furnish written consent of surety or sureties on the Contractor's Performance and/or Payment Bonds.

- C. Submit updated *Application for Final Payment*, accounting for final changes to the Contract Amount.
- D. Submit evidence of completion of all remaining Work identified at the time of Substantial Completion; also any remaining Work subsequently identified by the Commissioner.
- E. Certify that all Social Security, unemployment, and all other applicable taxes have been paid and submit proper evidence.
- F. Provide receipt, as applicable, of affidavits certifying all labor standards of national, regional federal, state, local and airport authorities have been complied with by the Contractor.

If, on the basis of its observations and review of the Work during construction, Commissioner's final inspection and Commissioner's review of the *Application for Final Payment*, the Commissioner is satisfied that the Work has been completed and Contractor has fulfilled all of its obligations under the Contract Documents, Commissioner will, within ten days after receipt of the *Application for Final Payment*, issue the Certificate for Final Payment and present the application to the City for payment. Otherwise, the Commissioner will return the application to the Contractor, indicating in writing its reasons for refusing to accept the application, in which case the Contractor shall make the necessary corrections and resubmit the application. The City will, within 60 days of presentation of an accepted *Application for Final Payment*, pay Contractor the amount accepted by the Commissioner.

BASE DESIGN-BUILD PRICING FORMS

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Total		

Guideway Facilities (WBS 1.1)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
1.1.1	Guideway Structure	1	LS			
1.1.2	Cathodic Protection of Guideway Structures	1	LS			No Bid – City Provided
1.1.3	Drainage	1	LS			No Bid – City Provided
1.1.4	Lightning Protection System	1	LS			
1.1.5	Grounding	1	LS			
1.1.6	Emergency/Maintenance Walkway System, (Including Railings where required)	1	LS			
1.1.7	Emergency/Maintenance Walkway Lighting System	1	LS			
1.1.8	Conduits, Cable Trays, Chases, Wireways, Junction/Equipment Boxes, Ductbanks	1	LS			
1.1.9	Security Barriers	1	LS			Included in WBS 1.3.1

Guideway Facilities (WBS 1.1)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
1.1.10	Guideway Exit Stairs and Doors	1	LS			Contractor portion included in WBS 1.1.1
1.1.11	Signage	1	LS			
1.1.12	Landscaping and Irrigation	1	LS			Contractor portion included in WBS 1.3.1
1.1.13	Other Guideway Facilities Work Unique to Operating System	1	LS			Included in WBS 1.1.1
1.1.14	Interface and Design Requirements Submittals	1	LS			

Station Facilities (WBS 1.2)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
1.2.1	Station Structures	1	LS			No Bid – City Provided
1.2.2	Cathodic Protection of Station Structures	1	LS			No Bid – City Provided
1.2.3	Station Equipment Rooms	1	LS			Covered in WBS 1.6
1.2.4	Access/Egress and Vertical Circulation	1	LS			No Bid – City Provided
1.2.5	Platform Edge Walls	1	LS			No Bid – City Provided
1.2.6	Emergency Egress Doors	1	LS			
1.2.7	Emergency/Maintenance Walkway Doors	1	LS			No Bid – City Provided
1.2.8	Platform Edge Threshold	1	LS			
1.2.9	Platform Edge Rubstrips	1	LS			
1.2.10	Lighting	1	LS			No Bid – City Provided
1.2.11	Signage, Static	1	LS			

Station Facilities (WBS 1.2)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
1.2.12	Platform Door Control Cabinet (PDCC)	1	LS			
1.2.13	Grounding	1	LS			
1.2.14	Fire Detection and Protection System	1	LS			No Bid – City Provided
1.2.15	Housekeeping Power	1	LS			No Bid – City Provided
1.2.16	Drainage	1	LS			No Bid – City Provided
1.2.17	Interface and Design Requirements Submittals	1	LS			
1.2.18	Landscaping and Irrigation	1	LS			No Bid – City Provided
1.2.19	Conduits, Cable Trays, Chases, Wireways, Junction/Equipment Boxes, Ductbanks	1	LS			Covered in WBS 1.2.12
1.2.20	Other Station Facilities Work Unique to Operating System	1	LS			Covered in WBS 1.2.12

Maintenance and Storage Facilities (WBS 1.3)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
1.3.1	Maintenance and Storage Facility (M&SF) Building	1	LS			
1.3.2	Vertical Circulation, Elevators, Stairs	1	LS			Included in WBS 1.3.1
1.3.3	Grounding	1	LS			Grounding at Yard Area (Other included in WBS 1.3.1)
1.3.4	Housekeeping Power	1	LS			Included in WBS 1.3.1
1.3.5	Water	1	LS			Included in WBS 1.3.1
1.3.6	Sanitary Sewer	1	LS			Included in WBS 1.3.1
1.3.7	HVAC	1	LS			Included in WBS 1.3.1
1.3.8	Storm Drainage System	1	LS			Storm Drainage at Yard Area

Maintenance and Storage Facilities (WBS 1.3)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
1.3.9	Male & Female Toilet/Locker Room Facilities (including Sinks & Showers, Fixtures)	1	LS			Included in WBS 1.3.1
1.3.10	Meeting and Training Rooms, Offices	1	LS			Included in WBS 1.3.1
1.3.11	Break Room	1	LS			Included in WBS 1.3.1
1.3.12	Drainage	1	LS			Included in WBS 1.3.1
1.3.13	Fire Detection and Protection Systems	1	LS			Included in WBS 1.3.1
1.3.14	Signage	1	LS			Included in WBS 1.3.1
1.3.15	Loading Dock & Doors	1	LS			Included in WBS 1.3.1
1.3.16	Vehicle/Train/MRV Storage Area	1	LS			
1.3.17	Interface and Design Requirements Submittals	1	LS			

Maintenance and Storage Facilities (WBS 1.3)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
1.3.18	Other M&SF Facilities Work Unique to Operating System	1	LS			Included in WBS 1.3.1
1.3.19	M&SF Train Entrance Rollup Doors	1	LS			Included in WBS 1.3.1
1.3.20	Final Floor Finishes	1	LS			Included in WBS 1.3.1
1.3.21	Cathodic Protection of Facility Structures	1	LS			Included in WBS 1.3.1
1.3.22	Landscaping and Irrigation	1	LS			Included in WBS 1.3.1
1.3.23	Conduits, Cable Trays, Chases, Wireways, Junction/Equipment Boxes, Ductbanks	1	LS			

Power Distribution System (PDS) Facilities (WBS 1.4)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
1.4.1	Facilities / Spaces / Vaults	1	LS			Included in WBS 1.4.9
1.4.2	Grounding	1	LS			
1.4.3	Interface and Design Requirements Submittals	1	LS			
1.4.4	Conduits, Cable Trays, Chases, Wireways, Junction/Equipment Boxes, Ductbanks	1	LS			
1.4.5	Cathodic Protection of Facility Structure	1	LS			Included in WBS 1.4.9
1.4.6	Primary Feeder Ductbank and Conduits	1	LS			Included in WBS 1.4.4
1.4.7	Fire Detection and Protection System	1	LS			Included in WBS 1.4.9
1.4.8	Signage	1	LS			
1.4.9	Housekeeping Power	1	LS			
1.4.10	Lighting	1	LS			Included in WBS 1.4.9

Power Distribution System (PDS) Facilities (WBS 1.4)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
1.4.11	Drainage	1	LS			Included in WBS 1.4.9
1.4.12	Other PDS Facilities Work Unique to Operating System	1	LS			Included in WBS 1.4.4

Central Control Facility (WBS 1.5)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
1.5.1	Central Control Facility (Including the CCF ORD-ATS Equipment Room)	1	LS			Included in WBS 1.3.1
1.5.2	HVAC	1	LS			Included in WBS 1.3.1
1.5.3	Grounding	1	LS			Included in WBS 1.3.1
1.5.4	Drainage	1	LS			Included in WBS 1.3.1
1.5.5	Fire Detection and Protection System	1	LS			Included in WBS 1.3.1
1.5.6	Signage	1	LS			Included in WBS 1.3.1
1.5.7	Housekeeping Power	1	LS			Included in WBS 1.3.1
1.5.8	Plumbing	1	LS			Included in WBS 1.3.1
1.5.9	Interface and Design Requirements Submittal	1	LS			
1.5.10	Furnishings, Fixtures and Equipment	1	LS			Included in WBS 1.3.1

Central Control Facility (WBS 1.5)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
1.5.11	Conduits, Cable Trays, Chases, Wireways, Junction/Equipment Boxes, Ductbanks	1	LS			Included in WBS 1.3.1
1.5.12	Anti-Static Access Floor System	1	LS			Included in WBS 1.3.1
1.5.13	Other CCF Facilities Work Unique to Operating System	1	LS			Included in WBS 1.3.1

ORD-ATS Equipment Rooms (WBS 1.6)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
1.6.1.	Equipment Rooms and Spaces	1	LS			Included in WBS 1.1.8
1.6.2	Grounding	1	LS			
1.6.3	Interface and Design Requirements Submittals	1	LS			
1.6.4	Conduits, Cable Trays, Chases, Wireways, Junction/Equipment Boxes, Ductbanks	1	LS			Included in WBS 1.1.8
1.6.5	Anti-Static Access Floor System	1	LS			Included in WBS 1.1.8
1.6.6	Fire Detection and Protection System	1	LS			Included in WBS 1.3.1
1.6.7	Signage	1	LS			
1.6.8	Cathodic Protection of Structures	1	LS			Included in WBS 1.1.8
1.6.9	Other ORD-ATS Equipment Room Facility Work Unique to Operating System	1	LS			Included in WBS 1.1.8

Infrastructure and Site Work (WBS 1.7)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
1.7.1	Modifications of Existing Structures	1	LS			
1.7.2	Interface and Design Requirements Submittals	1	LS			
1.7.3	Traffic Management Plan	1	LS			
1.7.4	Utilities Relocation	1	LS			
1.7.5	Site Preparation	1	LS			

Fixed Facility Verification and Acceptance (WBS 1.8)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
1.8.1	Demonstrate Compliance with all related Contractual Requirements	1	LS			Included in WBS 2.9.1
1.8.2	Review and Accept City Fixed Facilities Designs and Inspect and Accept Construction for Installation of Operating System	1	LS			Included in WBS 2.9.1

Guideway Equipment (WBS 2.1)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
2.1.1	Running Surfaces (Track)	1	LS			
2.1.2	Guidance and Retention Devices (Track)	1	LS			
2.1.3	Guideway Switches and Associated Special Trackwork	1	LS			
2.1.4	Overtravel Buffers	1	LS			
2.1.5	Interface and Design Requirements Submittals	1	LS			
2.1.6	Other Guideway Equipment	1	LS			Included in WBS 2.1.2
2.1.7	Guideway Heating	1	LS			

Station Equipment (WBS 2.2)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
2.2.1	Automatic Platform Door System	1	LS			
2.2.2	Unique Fire Protection System	1	LS			Included in WBS 1.2.14
2.2.3	Interface and Design Requirements Submittals	1	LS			
2.2.4	Other Station ORD-ATS Equipment	1	LS			
2.2.5	Passenger Counting System	1	LS			

Maintenance and Storage Facility (M&SF) Equipment (WBS 2.3)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
2.3.1	M&SF Outfitting, Fixtures, Equipment, Furniture and Furnishings	1	LS			Included in WBS 1.3.1
2.3.2	Maintenance Tools and Equipment	1	LS			Funds shown are for CDRL 48, 49, 52. Other scope is included in WBS 1.3.1
2.3.3	Maintenance and Recovery Vehicle(s)	1	LS			Funds shown are for retrofit of existing MRV to new ATC
2.3.4	Equipment/Provisions to Recover Disabled Vehicles	1	LS			Included in WBS 2.3.2, 2.3.3
2.3.5	Departure Test Equipment and any Test Track Equipment	1	LS			
2.3.6	Maintenance Management Information System (MMIS)	1	LS			No Bid – City Provided

Maintenance and Storage Facility (M&SF) Equipment (WBS 2.3)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
2.3.7	System Simulator	1	LS			
2.3.8	Consumables and Expendable Parts (12-month supply)	1	LS			
2.3.9	Spare Parts (12-month supply)	1	LS			
2.3.10	ORD-ATS-Specific Lighting System	1	LS			
2.3.11	ORD-ATS-Specific Electrical System	1	LS			
2.3.12	Integrate Operating System Equipment with Facilities at the M&SF	1	LS			Included in WBS 2.3.10, 2.3.11
2.3.13	Locker Room Equipment	1	LS			Included in WBS 1.3.1
2.3.14	Safety System	1	LS			Included in WBS 1.3.1
2.3.15	Unique Fire Protection System	1	LS			Included in WBS 1.3.1
2.3.16	Eye-Wash	1	LS			Included in WBS 1.3.1

Maintenance and Storage Facility (M&SF) Equipment (WBS 2.3)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
2.3.17	Warning Lights	1	LS			Included in WBS 1.3.1
2.3.18	Interface and Design Requirements Submittal	1	LS			
2.3.19	Other M&SF ORD-ATS Equipment	1	LS			Included in WBS 1.3.1
2.3.20	Other Waste Storage and Disposal Equipment	1	LS			Included in WBS 1.3.1

Power Distribution System (PDS) Equipment (WBS 2.4)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
2.4.1	Substation Power Conditioning Equipment	1	LS			
2.4.2	Primary Power Feeders and Switchgear	1	LS			
2.4.3	Primary Power Connection to ORD-ATS Substation Primary Switchgear	1	LS			Included in WBS 2.4.2
2.4.4	Non-Propulsion ORD-ATS PDS Equipment	1	LS			Included in WBS 2.4.2
2.4.5	Lightning Protection	1	LS			Included in WBS 2.4.2
2.4.6	Propulsion PDS Equipment	1	LS			Included in WBS 2.4.2
2.4.7	Power Rails	1	LS			
2.4.8	Uninterruptible Power Supplies	1	LS			Included in WBS 2.4.2

Power Distribution System (PDS) Equipment (WBS 2.4)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
2.4.9	Power Factor and/or Harmonic Correction Equipment	1	LS			Included in WBS 2.4.2
2.4.10	Unique Fire Protection System	1	LS			Included in WBS 2.4.2
2.4.11	Blue Light Stations	1	LS			
2.4.12	Interface and Design Requirements Submittal	1	LS			
2.4.13	Other ORD-ATS PDS Equipment	1	LS			Included in WBS 2.4.2
2.4.14	Power Metering	1	LS			Included in WBS 2.4.2
2.4.15	Furniture and Fixtures	1	LS			Included in WBS 2.4.2

Automatic Train Control (ATC) Equipment (WBS 2.5)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
2.5.1	Automatic Train Protection (ATP) Equipment	1	LS			
2.5.2	Automatic Train Operation (ATO) Equipment	1	LS			
2.5.3	Automatic Train Supervision (ATS) Equipment	1	LS			
2.5.4	Supervisory Control and Data Acquisition (SCADA) System	1	LS			
2.5.5	Unique Fire Protection System	1	LS			Included in WBS 2.5.1
2.5.6	Interface and Design Requirement Submittals	1	LS			
2.5.7	Other ORD-ATS ATC Equipment	1	LS			Included in WBS 2.5.1

Audio and Video Communications Equipment (WBS 2.6)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
2.6.1	Public Address System (to Station and to M&SF)	1	LS			
2.6.2	Emergency Telephone System	1	LS			
2.6.3	Internal Telephone System	1	LS			
2.6.4	Vehicle Voice Communication System	1	LS			
2.6.5	Audio Announcement System	1	LS			
2.6.6	Operations and Maintenance Radio Communications System	1	LS			No Bid – City Provided
2.6.7	Audio Recording and Playback System	1	LS			
2.6.8	Color, Closed Circuit Television (CCTV) System	1	LS			
2.6.9	Video Recording and Playback System	1	LS			

Audio and Video Communications Equipment (WBS 2.6)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
2.6.10	Audio, Video and/or Data Communications System	1	LS			
2.6.11	Signage, Dynamic	1	LS			
2.6.12	Other ORD-ATS Audio and Video Communications Equipment	1	LS			
2.6.13	Interface and Design Requirements Submittals	1	LS			
2.6.14	Dedicated high capacity connection to City's Campus Connectivity network	1	LS			

Vehicles (WBS 2.7)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
2.7.1	Vehicles	36	EA			

Other Operating System Equipment (WBS 2.8)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
2.8.1	Special Passenger Emergency Evacuation Equipment	1	LS			Included in WBS 2.7.1
2.8.2	Parts, Instruments and Supplies for System Verification	1	LS			Included in WBS 2.7.1
2.8.3	Interface and Design Requirements Submittals	1	LS			
2.8.4	Access Control System	1	LS			Included in WBS 2.8.3
2.8.5	Intrusion Alarms	1	LS			
2.8.6	Other ORD-ATS Required Equipment	1	LS			Included in WBS 2.8.5
2.8.7	Data Points	1	LS			
2.8.8	Heating Equipment	1	LS			Included in WBS 2.8.5

Operating System Verification and Acceptance (WBS 2.9)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
2.9.1	Demonstrate Compliance with all related Contractual Requirements	1	LS			

Project Management and Administration (WBS 2.10)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
2.10.1	Scheduling	1	LS			
2.10.2	Cost Control and Documentation	1	LS			
2.10.3	Analysis, Design, and Engineering	1	LS			
2.10.4	Inspection, Test and Demonstration Management	1	LS			
2.10.5	Construction and Installation Management	1	LS			
2.10.6	Quality Assurance and Control of Work	1	LS			
2.10.7	Safety Plan and Program Execution	1	LS			
2.10.8	Bonds	1	LS			
2.10.9	Insurance	1	LS			
2.10.10	Permits, Licenses, Certificate of Occupancy	1	LS			
2.10.11	Guarantees and Warranties	1	LS			

Project Management and Administration (WBS 2.10)						
WBS No.	WBS Element	Quantity	Unit	Unit Price	Total Price	Note
2.10.12	Training	1	LS			
2.10.13	Interface Activity	1	LS			
2.10.14	Project Identification Signage	1	LS			No Bid – City Provided
2.10.15	Project Documents, including "As-builts", Software Documentation and CDRL Documentation	1	LS			
2.10.16	Acceptance/Declination of City Provided Items	1	LS			Included in WBS 2.10.17
2.10.17	Administration and Project Management	1	LS			
2.10.18	Construction Staging Area and Field Office Site	1	LS			No Bid – City Provided
2.10.19	Field Office	1	LS			

SCHEDULE OF VALUES (NTP +120dy)

Activity I.D. No.	Activity Description	Quantity	Unit	Unit Price \$	Scheduled Value (\$)
WBS No. 1.1 Guideway Facilities					
1.1.14 Interface and Design Requirements					
1.1.14.1	CDRL 8 D/CID (Preliminary) NTP+30	1	LS		
1.1.14.2	CDRL 8 - D/CID (Final) NTP+90	1	LS		
WBS No. 1.2 Station Facilities					
1.2.17 Interface and Design Requirements					
1.2.17.1	CDRL 8 D/CID (Preliminary) NTP+30	1	LS		
1.2.17.2	CDRL 8 - D/CID (Final) NTP+90	1	LS		
WBS No. 1.3 Maintenance and Storage Facility					
1.3.17 Interface and Design Requirements					
1.3.17.1	CDRL 8 D/CID (Preliminary) NTP+30	1	LS		
1.3.17.2	CDRL 8 - D/CID (Final) NTP+90	1	LS		
WBS No. 1.4 Power Distribution System (PDS) Facilities					
1.4.3 Interface and Design Requirements					
1.4.3.1	CDRL 8 D/CID (Preliminary) NTP+30	1	LS		
1.4.3.2	CDRL 8 - D/CID (Final) NTP+90	1	LS		
WBS No. 1.5 Central Control facility					
1.5.9 Interface and Design Requirements					
1.5.9.1	CDRL 8 D/CID (Preliminary) NTP+30	1	LS		
1.5.9.2	Preliminary Design Review	1	LS		
1.5.9.3	CDRL 8 - D/CID (Final) NTP+90	1	LS		
WBS No. 1.6 ORD-ATS Equipment rooms					
1.6.3 Interface and Design Requirements					
1.6.3.1	CDRL 8 D/CID (Preliminary) NTP+30	1	LS		
1.6.3.2	CDRL 8 - D/CID (Final) NTP+90	1	LS		
WBS No. 2.1 Guideway Equipment					
2.1.5 Interface and Design Requirements					
2.1.5.1	Preliminary Design Review	1	LS		
WBS No. 2.2 Station Equipment					
2.2.3 Interface and Design Requirements					
2.2.3.1	Preliminary Design Review	1	LS		
WBS No. 2.3 Maintenance and Storage Facility Equipment					

SCHEDULE OF VALUES (NTP +120dy)

Activity I.D. No.	Activity Description	Quantity	Unit	Unit Price \$	Scheduled Value (\$)
2.3.18 Interface and Design Requirements					
2.3.18.1	Preliminary Design Review	1	LS		
WBS No. 2.4 Power Distribution System Equipment					
2.4.12 Interface and Design Requirements		1	LS		
2.4.12.1	Preliminary Design Review	1	LS		
WBS No. 2.5 Automatic Train Control (ATC) Equipment					
2.5.6 Interface and Design Requirements					
2.5.6.1	Preliminary Design Review	1	LS		
WBS No. 2.6 Audio and Video Communications Equipment					
2.6.13 Interface and Design Requirements					
2.6.13.1	Preliminary Design Review	1	LS		
WBS No. 2.7 Vehicles					
2.7.1 Vehicles					
2.7.1.1	Preliminary Design Review	1	LS		
2.7.1.2	Issue TRD Bogies for Vehicle	1	LS		
2.7.1.3	Issue TRD HVAC for Vehicle	1	LS		
2.7.1.4	Issue TRD Propulsion Equipment for Vehicle	1	LS		
WBS No. 2.9 Operating System Verification and Acceptance					
2.9.1 Interface and Design Requirements					
2.9.1.1	CDRL 60 - Contractor's Review Comments to Oper. Sys.(Prelim) NTP+120C	1	LS		
WBS No. 2.10 Project Management and Administration					
2.10.0 Advance Payment					
2.10.0.1	Advance Payment 10% of Contract Value	1	LS		
2.10.1 Scheduling					
2.10.1.1	CDRL 3 - Network Analysis (Preliminary) NTP +30	1	LS		
2.10.1.2	CDRL 3 - Network Analysis (Final) NTP +120	1	LS		
2.10.1.3	CDRL 4 - Work Schedule (Preliminary) NTP +30	1	LS		
2.10.1.4	CDRL 4 - Work Schedule (Final) NTP +120	1	LS		
2.10.1.5	CDRL 5 - Submittal Schedule (Preliminary) NTP +30	1	LS		
2.10.1.6	CDRL 5 - Submittal Schedule (Final) NTP +90	1	LS		

SCHEDULE OF VALUES (NTP +120dy)

Activity I.D. No.	Activity Description	Quantity	Unit	Unit Price \$	Scheduled Value (\$)
2.10.1.7	CDRL 7 - Monthly Progress Reports	4	Mos		
2.10.2 Cost Control and Documentation					
2.10.2.1	CDRL 6 - Schedule of Values (Preliminary) NTP +30	1	LS		
2.10.2.2	CDRL 6 -Schedule of Values (Draft Interim) NTP +60	1	LS		
2.10.2.3	CDRL 7 - Monthly Progress Reports	4	Mos		
2.10.3 Analysis, Design and Engineering					
2.10.3.1	CDRL 25 thru 55, 80 thru 83, PDR Documentation (Prelim) PDR-30C	1	LS		
2.10.3.2	CDRL 60 - Contractor's Review Comments to Oper. Sys.(Prelim) NTP+120C	1	LS		
2.10.3.3	CDRL 84 - Staging Plan (Final) NTP+30	1	LS		
2.10.3.4	CDRL 86 - Cutover Plan (Final) NTP+120	1	LS		
2.10.4 Inspection, Test and Demonstration					
2.10.4.1	Project Site Management	4	Mos		
2.10.5 Construction and Installation Mgt.					
2.10.5.1	Project Site Management	4	Mos		
2.10.6 Quality Assurance and Control of Work					
2.10.6.1	CDRL 9 - Quality Assurance Program Plan NTP+30	1	LS		
2.10.6.2	CDRL 10 - System Configuration Management Plan (Preliminary) NTP+30	1	LS		
2.10.6.3	CDRL 10 - System Configuration Management Plan (Final) CC+21	1	LS		
2.10.6.4	CDRL 11 - System Assurance Monitoring Plan (Prelim.) NTP+90	1	LS		
2.10.6.5	Administer Quality Control Program	4	Mos		
2.10.7 Safety Plan and Program Execution					
2.10.7.1	CDRL 12 - System Safety Plan (Prelim) NTP+60	1	LS		
2.10.7.2	CDRL 12 - System Safety Plan (Final) CC+30	1	LS		
2.10.7.3	CDRL 22 - Project Site Safety Plan (Prelim) NTP+60	1	LS		
2.10.7.4	CDRL 22 - Project Site Safety Plan (Final) CC+30	1	LS		

SCHEDULE OF VALUES (NTP +120dy)

Activity I.D. No.	Activity Description	Quantity	Unit	Unit Price \$	Scheduled Value (\$)
2.10.7.5	Administer Safety Program	4	Mos		
2.10.8 Bonds					
2.10.8.1	Performance and Payment Bond	1	LS		
2.10.9 Insurance					
2.10.9.1	Builders Risk Premium	1	LS		
2.10.9.2	Professional Liability Premium	1	LS		
2.10.9.3	General Liability Premium	1	LS		
2.10.10 Permits, Licenses, Certificates					
2.10.10.1	City Permits, License	1	LS		
2.10.15 Project Documents, As Builts, Software, CDRL Docs					
2.10.15.1	CDRL 13 - New Designs/Product Modification Verification Plan (Prelim) NTP+90	1	LS		
2.10.15.2	CDRL 14 - Software Documentation Plan NTP+90	1	LS		
2.10.15.3	Project Site Management	4	Mos		
2.10.17 Admin and Project Management					
2.10.17.1	CDRL 2 - Project Management Plan (Preliminary) NTP+30	1	LS		
2.10.17.2	CDRL 2 - Project Management Plan (Final) CC+14	1	LS		
2.10.17.3	Project Management	4	Mos		
2.10.19 Field Office					
2.10.19.1	Set-Up Field Offices, Yard, Utilities, Equipment move-in	1	LS		

CASH FLOW SCHEDULE

ATS EXPANSION & MODERNIZATION

PROPOSED CASH FLOW SCHEDULE FOR THE DESIGN –BUILD PRICE

Respondent: Parsons Construction Group, Inc

Respondent shall enter the monthly amounts. The total of all monthly amounts shall equal the Total Design-Build Fixed Price, as entered in the *Formal Offer* . All prices shall be in U.S. dollars (\$).

<u>MONTH</u>	<u>MONTHLY AMOUNT</u>
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FORMAL OFFER

Date: {6/8/2015}

To: Jamie L. Rhee, Chief Procurement Officer
Department of Procurement Services
Bid & Bond Room
Room 301, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Robert Stuart, Assistant Procurement Officer

Proposal of Parsons Construction Group Inc.
10 South Riverside, South 400, Chicago, IL 60606

Re: ORD ATS Expansion & Modernization DBOM RFP

Dear Ms. Rhee:

Having completed a careful and comprehensive examination of the RFP, including the *Instructions to Respondents*; the *Design-Build Contract*, including the *General Provisions*, *Special Provisions*, *Technical Provisions*, and *Reference Drawings*; the Pricing Forms; and other related documents, with all addenda, for the design, fabrication, installation, integration, testing, and demonstration of the ORD ATS Expansion & Modernization, Respondent hereby offers to:

1. Enter into the *Design-Build Contract* (Contract No. 32130) to design and execute the Project in conformity with the terms and conditions of that Contract;

In submitting this Formal Offer, Respondent affirms the following:

1. Respondent has inspected the Site of the Work, existing construction in the areas of the Work, and has informed itself as to the condition thereof as it bears on the Work to be performed.
2. Respondent has received and examined the complete RFP and all addenda

thereto, together with the forms of the *Design-Build Contract*, *Performance and Payment Bonds*, and *Parent Company Guarantee* to be furnished if Respondent is the successful Respondent and is awarded the Contract and Agreement.

3. Respondent acknowledges that this *Formal Offer* is submitted in strict accord with the requirements of the RFP.
4. Respondent shall submit *Formal Offers* with its Contract transmittal content at the designated office of the City no later than the due date and time as provided in the *Instructions to Respondents*, and Respondent acknowledges that only responsive *Formal Offers* and Contract transmittal content received prior thereto will be considered and evaluated.
5. This *Formal Offer* may not, except with consent of the City, be withdrawn for a period of one hundred eighty (180) days after the Contract transmittal content due date.
6. Respondent agrees, if the selected Respondent, to:
 - a. Execute the *Design-Build Contract* in the form set forth in the *Instructions to Respondents*;
 - b. Furnish the required *Payment Bonds*, *Performance Bonds*, and *Parent Company Guarantee* from an acceptable Surety and parent company in sums as set forth in Exhibit 5 of the *General Provisions*;

7. Respondent agrees that if awarded the Contract, Work for the Design-Build Contract will commence within ten (10) calendar days after the date of the Notice to Proceed (SP Section 4.1) and that the total Work will be completed in accordance with the Work schedule set forth in Section 4.3 of the *Special Provisions*.
8. Respondent agrees to be bound by all applicable provisions of federal, state and local statutes and ordinances.
9. Respondent agrees to hold all information relating to this *Formal Offer* in strict confidence until such time as Respondent receives City's policy regarding the release of such information, and Respondent further agrees to then comply with such policy.
10. The City is not bound to accept any *Formal Offer*.
11. At the time of submission of this *Formal Offer*, the acceptance of any proposal submitted by us to others, or due to be submitted by us to others, will not in any way affect our ability to carry out the Project.
12. The undersigned individual(s) hereby certifies that the prices contained in this *Formal Offer* have been carefully verified and are submitted as correct and final.
13. The amount of liquidated damages for this Contract shall be as shown in SP Section 9.1.
14. Receipt is hereby acknowledged of the following addenda:

Addendum No. 1: Date Received: 2/13/14

Addendum No. 2: Date Received: 3/7/14

Addendum No. 3: Date Received: 5/9/14

Addendum No. 4: Date Received: 5/28/14

Addendum No. 5: Date Received: 6/6/14

15. Attached hereto as Attachment 1 is a tabulation of the Respondent's *Formal Offer* Fixed Prices for all work to be performed to carry out the Project, it being understood that these amounts contemplate all machinery, equipment, tools, labor and other means of performing the Work and all materials and times specified in accordance with the RFP and all Addenda thereto. The comparison

of *Formal Offer* Fixed Prices by the City will be based on the correct summation of item totals obtained from the extension of unit prices. Where there is a discrepancy between the extension and a unit price, the revised extension amount using the correct unit price(s) shall govern.

16. The *Formal Offer* Fixed Prices are supported by the completed *Formal Offer Pricing Forms* attached hereto.
17. The only person or parties interested in this *Formal Offer* as principals are those named herein. This *Formal Offer* is made without collusion with any other person, firm, or corporation. Respondent has carefully examined the RFP, including the form of the *Performance Bonds, Payment Bonds, Parent Company Guarantee*, and the conditions of this *Formal Offer*, and agrees to provide all of the necessary supervision, labor, machinery, tools, supplies, equipment, transportation, and other facilities, apparatus and other means of installation Work, will do all the Work and furnish all the materials specified by such, in the manner prescribed therein and according to the requirements therein set forth, and will perform all other obligations imposed by the RFP for the prices named in the *Formal Offer* Fixed Prices herein.
18. Enclosed herewith is our Contract transmittal content.
19. The DBE information contained in Exhibit 5 is a true reflection of the proposed subcontracts, expressed as a percentage of the Design-Build Total Fixed Price Amount.

Signed for on behalf of : Parsons Construction Group Inc.

CORPORATE SEAL



Signature of Authorized Representative: William R. Phillips

Title: Vice President

Address: 10 South Riverside, South 400 Chicago, IL 60606

Date: 4/8/2015

Notes:(1) Where Respondent is any consortium or joint venture, each and every member of such consortium or joint venture shall sign this *Formal Offer* by its Authorized Representative in the same style as above and attach its Consortium or Joint Venture Agreement.


(2) A certification in favor of each signatory Authorized Representative of the Respondent must accompany this *Formal Offer* (see Attachment 2 hereto).

**ACKNOWLEDGMENT OF
AUTHORIZED SIGNATURE**

Legal Jurisdiction

Country United States
State or Province South Carolina
County or Parish Greenville

On this 3rd day of April (month), 2015, before me, a Notary Public within and for said Jurisdiction, personally appeared William R. Phillips to me known to be the person described in and who executed the foregoing instrument and acknowledged that he (she) executed the same as his (her) own free act and deed.


Authorized Notary Public

Registered Seal

JONATHAN HIPPI-MERCER
Notary Public, State of South Carolina
My Commission Expires 2/15/2023



FORMAL OFFER FIXED PRICE AMOUNTS

FORMAL OFFER DESIGN-BUILD FIXED PRICE AMOUNTS			
		Price, U.S. Dollars (in figures)	Price, U.S. Dollars (in words)
A.	Total Design-Build Base Fixed Price:	\$310,000,000	Three hundred ten Million Dollars
Grand Total Design-Build Fixed Price (A+B+C):		\$310,000,000	Three hundred ten Million Dollars

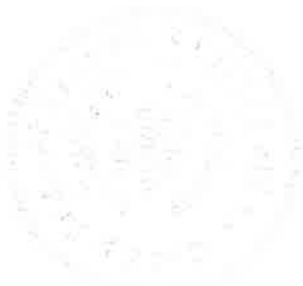
CORPORATE CERTIFICATE (if applicable)

I, _____, certify:

1. I am the _____ (Title) of the corporation
named in the foregoing Formal Offer; and
2. William R. Phillips (Name), who signed said
Formal Offer on behalf of Respondent was then Vice President _____ (Title) of the
corporation; and
3. The *Formal Offer* was duly signed for and on behalf of the Corporation by
authority of its governing body, and this authority is within the scope of its lawful
corporate powers.

Signature

Corporate Seal



CORPORATE CERTIFICATE (if applicable)

I, Garry Higdem, certify:

1. I am the President (Title) of the corporation named in the foregoing Formal Offer; and
2. William R. Phillips (Name), who signed said *Formal Offer* on behalf of Respondent was then Vice President (Title) of the corporation; and
3. The *Formal Offer* was duly signed for and on behalf of the Corporation by authority of its governing body, and this authority is within the scope of its lawful corporate powers.

Signature



ate Seal

**EXHIBIT 3 – SPECIAL CONDITIONS REGARDING DISADVANTAGED BUSINESS
ENTERPRISE COMMITMENT
(FHWA, FTA, FAA, AND IDOT FUNDED CONTRACTS)**



CITY OF CHICAGO
Department of Procurement Services
Jamie L. Rhee, Chief Procurement Officer
121 North LaSalle Street, Room 806
Chicago, Illinois 60602-1284
Fax: 312-744-3281

**DBE SPECIAL CONDITIONS FOR FAA/FTA/FHWA (IDOT) FUNDED CONTRACTS
CONSTRUCTION, SERVICES, TASK ORDER SERVICES, AND SUPPLY**

ARTICLE 1. SPECIAL CONDITIONS REGARDING DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT

Contractor must comply with the following terms and conditions where Work or Services are funded in whole or in part by any federal funds including but not limited to FHWA, FTA and FAA.

1.1. Policy and Terms

In the event of a conflict between these Special Conditions and 49 CFR Part 26, the provisions of 49 CFR Part 26 shall control.

It is the policy of the City that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, have the maximum opportunity to participate fully in the performance of contracts subject to 49 CFR Part 26. Contractor must not discriminate against any person or business on the basis of race, color, national origin or sex in the performance of this Contract. Contractor must carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation (DOT)-assisted contracts and take affirmative action to ensure that businesses owned by socially and economically disadvantaged individuals have full opportunity to participate.

The City has set an overall DBE Program Goal of 30%.

Failure to carry out the commitments and policies set forth in this Article constitutes a material breach of the Contract and may result in the termination of the Contract or such remedy as the City deems appropriate.

1.1.1. Contract-Specific DBE Participation Goal

The City sets contract-specific goals for participation in furtherance of reaching its overall DBE Program Goal.

For purposes of this contract, the City has set the following contract goal:

Contract DBE Participation Goal: 19 percent.

Note: if this contract is task-order based, goals will be set for the individual task orders; in the context of each task order, these provisions will apply to those task order goals as if they were an overall contract goal.

A bid or proposal may be rejected as non-responsive if the bidder/proposer fails to submit one or more of the following with its bid demonstrating its good faith efforts to meet the Contract DBE Participation Goal by reaching out to DBEs to perform work on the contract:

- A. A DBE compliance plan demonstrating how the bidder/proposer plans to meet the Contract DBE Participation Goal (Schedule D, D-1 or D-3 and Schedule(s) C, C-1 or C-3); and/or
- B. Documentation of Good Faith Efforts to obtain DBE participation in this contract.

Note: Schedules D and C are used for contracts for construction work. Schedules D-1 and D-3 are used for contracts for services, and Schedules D-3 and C-3 are used for task order based contracts.

The bidder/proposer must make good faith efforts to obtain DBE participation in this contract. The commitment will be reflected in Schedule D, D-1 or D-3. The bidder/proposer must document that it has obtained enough DBE participation to meet the Contract DBE Participation Goal set forth above or, if unsuccessful in doing so, has made adequate Good Faith Efforts to meet the goal (see Section 1.7 "Good Faith Efforts"). If awarded the Contract, Contractor must expend not less than the committed percentage of the total Contract Price (including any amendments and modifications) for contract participation by DBEs.

For purposes of evaluating bidder/proposer's responsiveness, the Contract DBE Participation Goal will be a percentage of the total contract value. The Contract DBE Participation Goal applies to the total value of the contract, inclusive of all amendments and modifications. The Chief Procurement Officer also has the authority to review each proposed contract modification and amendment that by itself or aggregated with previous modification/amendment requests, increases the contract value by 10 percent of the initial award or \$50,000, whichever is greater, for opportunities to increase participation of DBEs already involved in the contract.

The Contract DBE Participation Goal may be met by the bidder/proposer's status as DBE, or by joint venture with one or more DBEs (but only work performed by the DBEs own forces will be counted), or by subcontracting a portion of the work to one or more DBEs, or by purchasing materials used in the performance of the contract from one or more DBEs or by any combination of the foregoing, as further described in Section 1.5, "Counting DBE Participation Towards the Contract DBE Participation Goal."

1.1.2. DBE Financial Institutions

Bidder/Proposer is encouraged to use financial institutions owned and controlled by socially and economically disadvantaged individuals. Use of such institutions may be considered by the City as evidence of bidder/proposer's willingness to do business with DBEs. Information about such institutions is available in the City's DBE Program document. In addition, the Illinois Unified Certification Program (IL UCP) Disadvantaged Business Enterprises Directory is available via the internet at www.cityofchicago.org/procurement and in print at the City of Chicago, Bid and Bond Room, City Hall, 121 N. LaSalle, Room 301, Chicago, IL 60602.

1.1.3. DBE Participation Goals for Contract Modifications

The DBE Participation Goals established at the time of bid/proposal submission shall also apply to any modifications to the Contract after award. This is, any additional work and/or money added to the Contract must also adhere to these Special Conditions requiring Contractor to (sub)contract with DBEs to meet the DBE Participation Goals.

- Contractor must assist the Construction Manager or User Department in preparing its "proposed contract modification" by evaluating the subject matter of the modification and determining whether there are opportunities for DBE participation and at what rates.
- Contractor must produce a statement listing the DBEs that will be utilized on any contract modification. The statement must include the percentage of utilization of the firms. If no DBE participation is available, an explanation of good faith efforts to obtain participation must be included.

The Chief Procurement Officer shall review each proposed contract modification and amendment that by itself or aggregated with previous modification/amendment requests, increases the contract value by ten percent (10%) of the initial award, or \$50,000, whichever is less, for opportunities to increase the participation of DBEs already involved in the Contract.

1.2. Definitions and Usage

Terms that are capitalized in these Special Conditions are defined terms and have the meanings set forth in 49 CFR Part 26.5, unless otherwise defined in these Special Conditions or the Contract Documents.

"Area of Specialty" means the description of a DBE firm's business which has been determined by the certifying agency to be most reflective of the DBE firm's claimed specialty or expertise. Each DBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory. Credit toward the Contract DBE Participation Goal is limited to the participation of firms performing within their Areas of Specialty.

NOTICE: The Department of Procurement Services does not make any representation concerning the ability of any DBE to perform work within its Area of Specialty. It is the responsibility of all bidders/proposers to determine the capability and capacity of DBE firms to satisfactorily perform the work proposed.

Certain terms are used in these Special Conditions to indicate the stage of bidding, proposing or contracting in which certain obligations arise. The term "proposer" means a firm responding to a request for proposals by the City for professional or technical services or other procurement not adaptive to competitive bidding; a bidder or proposer becomes a "contractor" after being awarded a contract by the City.

"Contractor" also means "Consultant," if Consultant is the term used for the entity that has entered into this agreement or contract with the City.

"Directory" means the IL UCP Disadvantaged Business Enterprises Directory, maintained by the City as well as all IL UCP participating agencies, that identifies all firms eligible to participate as DBEs. The Directory lists the firm's name, address, phone number, date of most recent certification and the type of work the firm has been certified to perform as a DBE. The City revises the Directory on a monthly basis. The Directory is available via the internet on the City's web site at www.cityofchicago.org/procurement, and in print at the City of Chicago, Bid and Bond Room 121 N. LaSalle St., Room 301, Chicago, Illinois, 60602. Bidder/Proposers are responsible for verifying the current certification status of all proposed DBE firms.

"Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern that (i) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or in the case of a corporation, 51 percent of the stock is owned by one or more such individuals; (ii) whose management and daily operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; (iii) the personal net worth of the individuals who own it does not exceed the limit specified at 49 CFR Part 26; and (iv) it has been certified as a DBE in accordance with the procedures set out in 49 CFR Part 26.

"Joint Venture" means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

1.3. Third Party Challenges To Eligibility Of DBE Firm

As noted in 49 CFR Section 26.87, any third party (complainant) may file a complaint alleging that a currently certified DBE is ineligible. The complaint must be made in writing to the City and specify the alleged reasons why the firm is ineligible and include all available information relevant to a determination of whether the challenged party is in fact socially and economically disadvantaged. The City, during its determination of findings, will notify the challenged party of the allegations and notify both parties in writing of the outcome. The confidentiality of the complainant's identity will be protected as provided in 49 CFR Section 26.109(b). If the City determines first, that there were not reasonable grounds presented in the complaint sufficient to justify an inquiry, then the City will notify the complainant and the challenged party of this determination and

the reasons for it. During the pendency of any complaint, the presumption that the challenged party is a socially and economically disadvantaged will remain in effect.

1.4. Joint Ventures

Bidders/proposers may develop joint venture agreements as an instrument to provide participation by DBEs in contract work. A joint venture may consist of any combination of DBEs and non-certified firms as long as one member is a DBE.

A. The joint venture may be eligible for DBE participation credit towards the Contract Specific Goals only if:

1. The DBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
2. The DBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
3. Each joint venture partner executes the bid/contract to the City; and
4. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items 1, 2, and 3 above in this Paragraph A.

B. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive DBE credit for work performed by the DBE joint venture partner(s) equal to the value of work performed by the DBE with its own forces for a distinct, clearly defined portion of the work.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other DBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Contract Specific Goals.

C. Schedule B: DBE Affidavit of Joint Venture

Where the bidder/proposer's Compliance Plan includes the participation of any DBE as a joint venture partner, the bidder/proposer must submit with its bid or proposal a Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the DBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the DBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

1. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
2. Work items to be performed by the DBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
3. Work items to be performed under the supervision of the DBE joint venture partner; and
4. The DBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

Vague, general descriptions of the responsibilities of the DBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined

portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the DBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

D. DBE Participation Level in Joint Venture

Credit for participation by DBEs in joint ventures with non-DBEs does not require a minimum participation of 51 percent in venture ownership and control on the part of the DBE. Credit is based on the percentage of the work performed by the DBE's own forces. See Section 1.5, "Counting DBE Participation Toward the Contract DBE Participation Goal").

NOTE: The City requires that whenever a joint venture submits a bid/proposal as prime contractor, each joint venturer must separately sign the bid/proposal to the City on the pages marked TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or TO BE EXECUTED BY A SOLE PROPRIETOR as applicable.

1.5. Counting DBE Participation Toward The Contract DBE Participation Goal

When a DBE participates in a contract, count only the value of the work actually performed by the DBE toward the DBE Participation Goal, as described in 49 CFR 26.55.

Refer to this section when preparing the DBE compliance plan and completing Schedule D for guidance on what value of the participation by DBEs will be counted toward the stated DBE Participation Goal. The "Percent Amount of Participation" depends on whether and with whom a DBE subcontracts out any portion of its work and other factors.

Expenditures to a DBE contractor or subcontractor may be counted only if the DBE is performing a "commercially useful function" on the contract. The term "commercially useful function" is defined in 49 CFR 26.55(c). If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the City will rebuttably presume that the DBE is not performing a commercially useful function.

A contractor (and bidder/proposers in their proposals) may count only the following toward the Contract DBE Participation Goal and should report only the following to the Chief Procurement Officer:

A. The value of the work actually performed by a DBE, as described below:

1. For construction contracts and other contracts not covered by A.2., below:

The entire amount of that portion of a contract that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate). (See 49 CFR 26.55(a)(1).)

2. For contracts involving the provision of "bona fide services" (such as professional, technical, consultant or managerial services), or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract:

The entire amount of fees or commissions charged by a DBE for providing a bona fide service, provided that the fee is reasonable and not excessive as compared with fees customarily allowed for similar services. The determination of whether the fee is reasonable and not excessive will be made by the City. (See 49 CFR 26.55(a)(2).)

3. When a DBE subcontracts part of the work of its contract to another firm:

The value of the subcontracted work may be counted toward the Contract DBE Participation Goal only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward the Contract DBE Participation Goal. (See 49 CFR 26.55(a)(3).)

- B. **Joint Ventures:** When a DBE performs as a participant in a joint venture, the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces is counted towards the Contract DBE Participation Goal. (See 49 CFR 26.55(b).)
- C. **Materials and Supplies:** Regarding expenditures with a DBE for materials or supplies:
1. If the materials or supplies are obtained from a DBE "manufacturer," as that term is described in 49 CFR 26.55(e)(1), 100 percent of the cost of the materials or supplies. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described in the specifications.
 2. If the materials or supplies are purchased from a DBE "regular dealer," as that term is described in 49 CFR 26.55(e)(2), 60 percent of the cost of the materials or supplies.
 3. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, the amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided that the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of materials and supplies themselves.
- D. **Trucking Firms:** If the DBE manages and supervises the entire trucking operation for which it is responsible on a particular contract and the DBE itself owns and operates at least one fully licensed, insured and operational truck used on the contract and all leased trucks display the name and identification number of the DBE, then:
1. The total value of the transportation services a DBE provides on the contract using trucks it owns, insures and operates using drivers it employs.
 2. The total value of the transportation services a DBE provides on the contract using trucks leased from another DBE trucking firm, including an owner-operator who is certified as a DBE trucking firm, but only if the lease indicates that the DBE lessee has exclusive use of and control over the truck, or, if the truck is used for work for others with the DBE lessee's consent, then the lease must give the DBE lessee absolute priority over its use.
 3. Only the value of the fee or commission the DBE receives under a lease arrangement with non-DBE firms for the lease of trucks used to provide transportation services on the contract but only if the lease indicates that the DBE has exclusive use of and control over the truck, or, if the truck works for others with the DBE's consent, then the lease must give the DBE absolute priority over its use.
- E. **Other Considerations:**
1. Firm Not Currently Certified: If a firm is not currently certified as a DBE in accordance with the standards of 49 CFR Part 26, subpart D, at the time of execution of the contract, do not count or report the firm's participation, except as provided in 49 CFR 26.87(i).
 2. Firm Whose Eligibility Has Been Removed: Do not report the dollar value of work performed under a contract with a firm after it has ceased to be certified.
 3. Payment: Do not report the participation of a DBE subcontractor until the amount to be counted toward the goal has been paid to the DBE.

4. Area of Specialty: Only the value of the dollars paid to the DBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the DBE Participation Goal.

1.6. Procedure To Determine Bid/Proposal Compliance

The following Schedules and documents constitute the bidder's/proposer's DBE proposal, and must be submitted at the time of submission of proposals unless stated otherwise:

1.6.1. Schedule B: Affidavit of DBE/Non-DBE Joint Venture

Where the bidder/proposer's DBE proposal includes the participation of any DBE as a joint venturer prime or subcontractor, the bidder/proposer must submit, together with its bid/proposal, a Schedule B: Affidavit of DBE/Non-DBE Joint Venture with an attached copy of the joint venture agreement proposed among the parties. See Section 1.4 above, "Joint Ventures," for detailed requirements.

1.6.2. Schedule C, C-1 or C-3: Letter of Intent to Perform as a Subcontractor, Consultant, Subconsultant or Material Supplier

Bidder/proposer must submit a Schedule C, C-1 or C-3, for each DBE included on its Schedule D, D-1, or D-3) (including any DBE joint venture partners), signed by the respective DBE firm. Schedule C and D must be used for contracts for construction work, and Schedule C-1 and Schedule D-1 for all other contracts, except for task order based contracts, where Schedule C-3 and Schedule D-3 must be used instead.

Each Schedule C, C-1 or C-3 must accurately detail the work to be performed by the DBE firm and the agreed rates and prices to be paid. Each Schedule must specify the percentage of the dollar value of the DBE's subcontract that will be sublet to non-DBE and DBE contractors and be signed and dated by the DBE. Each Schedule must also include a separate sheet as an attachment on which the DBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the DBE in its Area of Specialty. If a facsimile copy of Schedule C, C-1 or C-3 has been submitted with the bid or proposal, an executed original Schedule C-1 must be submitted promptly by the bidder/proposer for each DBE included on the Schedule D, D-1 or D-3 after the date of bid or proposal opening.

Failure to submit any Schedule C, C-1, or C-3 as required by this Section will result in a Chief Procurement Officer's determination that a bid or proposal is "non-responsive." The Chief Procurement Officer has the discretion to apply additional suitable sanctions against any bidder/proposer who fails to comply with these requirements. Appropriate sanctions may include, without limitation, forfeiture of the bidder/proposer's bid deposit, rejection of the bidder/proposer's bid, or suspension of the bidder/proposer's eligibility to enter into future contracting opportunities with the City.

1.6.3. Schedule D, D-1 or D-3: Affidavit of Prime Contractor Regarding DBEs

Bidders/Proposers must submit at the time specified in the request for proposals, a completed Schedule D or D-1 (or for Task Order based contracts, Schedule D-3, which must be submitted at the time specified in the request for task order proposals) committing them to the utilization of each listed DBE firm (*but see, Section 1.7, Good Faith Efforts*). The Schedule D, D-1 or D-3 must include the name, address, description of the work to be performed and dollar amount participation of each DBE subcontractor, supplier or consultant.

The bidder/proposer must use "Good Faith Efforts," as that term is described in Section 1.7 to meet the Contract DBE Participation Goal (i.e., the specific dollar amount of participation by each DBE firm included on its Schedule D-1 or D-3). The total dollar commitment to proposed DBE firms should equal the Contract DBE Participation Goal. Bidders/proposers are responsible for calculating the dollar equivalent of the Contract DBE Participation Goal as a percentage of their proposal. All commitments made by the bidder/proposer's Schedule D, D-1 or D-3 must conform to those presented in the submitted Schedule Cs, C-1s or C-3s.

A contractor may not modify its Compliance Plan after proposal opening except as directed by the Department of Procurement Services to correct minor errors or omissions. Bidders/proposers shall not

be permitted to add DBEs after proposal opening to meet the Contract DBE Participation Goals, however, contractors are encouraged to add additional DBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial, documented justification is provided, the bidder/proposer or contractor shall not reduce the dollar commitment made to any DBE in order to achieve conformity between the Schedule Cs/ C-1s/C-3s and Schedule D/D-1/D-3. All terms and conditions for DBE participation on the contract must be negotiated and agreed to between the bidder/proposer or contractor and the DBE prior to submission of the Compliance Plan. If a proposed DBE ceases to be available after submission of the Compliance Plan, the bidder/proposer or contractor must comply with the provisions of Section 1.9, "DBE Substitutions."

1.6.4. Schedule F: Report of Subcontractor Solicitations

All Bidders/Proposers must submit, together with their bid/proposal, a completed Schedule F report containing information on all subcontractors, DBEs and non-DBEs, solicited for participation in the contract. The Schedule F shall include the following subcontractor information:

Contractor name; Address; Contact person; DBE status; Type of work solicited

1.6.5. Letters of Certification

A copy of each proposed DBE firm's Letter of Certification from the IL UCP must be submitted with the bid or proposal if currently certified. All Letters of Certification issued by the IL UCP include a statement of the DBE firm's Area of Specialty. The DBE firm's scope of work, as detailed by its Schedule C, C-1, or C-3 must conform to its stated Area of Specialty.

NOTE: Failure to submit the following information at the time of submission of bids or proposals (or in the case of task order contracts, the time of submission of task order proposals) will render the bid or proposal non-responsive: the **names and addresses** of DBE firms that will participate in the contract (Schedule D, D-1 or D-3), a **description of the work** that each DBE will perform (Schedule D, D-1 or D-3), the **dollar amount** of the participation of each DBE firm participating (Schedule D, D-1 or D-3), **written documentation** of the bidder/proposer's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal (Schedule D, D-1 or D-3), **written confirmation from the DBE** that it is participating in the contract as provided in the prime contractor's commitment (Schedule C, C-1 or C-3), **affidavit of joint venture** when a DBE participates in the contract for DBE credit as a joint venturer (Schedule B), **report on all subcontractors solicited** for participation in the contract (Schedule F) and if the Contract goal is not met, **evidence of good faith efforts**, as set out in Section 1.7, "Good Faith Efforts".

1.6.6. Procedure

- A. The submittals must have all blank spaces on the Schedule pages applicable to the subject specification filled in correctly.

Agreements between a bidder/proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other bidder/proposers are prohibited.

- B. During the period before award, the submitted documentation will be evaluated. As required under 49 CFR 26.109(c), all participants in the DBE Program, including the bidder/proposer, must give, upon request, earnest and prompt cooperation to the using department and the City's Chief Procurement Officer or his or her authorized delegate in submitting to interviews that may be necessary, or in allowing entry to places of business or in providing further documentation, or in soliciting the cooperation of a proposed DBE in providing such assistance. A bid/proposal may be treated as non-responsive by reason of the determination that the bidder/proposer was found to be unresponsive or uncooperative when asked for further information about the bid/proposal, or that false statements were made in the Schedules.

- C. Bidders/Proposers will not be permitted to modify their DBE proposal except as permitted to do so by the City. All terms and conditions stipulated for prospective DBE sub-contractors or suppliers therefore should be satisfactorily negotiated prior to the submission to the City of the bidder/proposer's DBE commitment as part of the DBE proposal. If circumstances arise, where a proposed DBE becomes no longer available, the process described in Section 1.9, DBE Substitutions, should be followed.
- D. When necessary in the interest of time, the City may treat a bid/proposal as non-responsive instead of granting extended time for a bidder/proposer to replace DBEs named in the DBE proposal that are later determined to be ineligible or unavailable.

1.7. Good Faith Efforts

1.7.1. Demonstration of Good Faith Efforts

In order for a bid/proposal to be responsive, at the time specified in the request for bids/proposals, the bidder/proposer must demonstrate it has made Good Faith Efforts to meet the Contract DBE Participation Goal. The demonstration is made in the form of the documentation described in Section 1.7.2, "Documenting Good Faith Efforts." The bidder/proposer can demonstrate it has made Good Faith Efforts to meet the Contract DBE Participation Goal either by:

- A. Meeting the Contract DBE Participation Goal, as provided in these Special Conditions, and documenting commitments for participation by DBE firms sufficient for this purpose; or
- B. Documenting, in the manner described below, adequate Good Faith Efforts to meet Contract DBE Participation Goal. This means bidders/proposers must submit at the time specified in the request for bids/proposals, documentation to show that it took all necessary and reasonable steps to achieve the Contract DBE Participation Goal or other requirements of 49 CFR Part 26, Appendix A, which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if the bidder/proposer was not fully successful. The following are examples of documented actions the City may consider to determine whether the bidder/proposer made Good Faith Efforts:
 - i. Soliciting through all reasonable and available means (e.g., attendance at pre-bid/proposal meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - ii. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the Contract DBE Participation Goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even where the prime contractor might otherwise prefer to perform these work items with its own forces.
 - iii. Providing interested DBEs with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - iv. Negotiating in good faith with interested DBEs. It is the bidder/proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. A bidder/proposer using good business judgment would

consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder/proposer's failure to meet the Contract DBE Participation Goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract within its own organization does not relieve the bidder/proposer of the responsibility to make Good Faith Efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

v. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The DBE's standing within its industry, membership in specific groups, organization or associations and political or social affiliation (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder/proposer's efforts to meet the Contract DBE Participation Goal.

vi. Making efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance as required by the City or the bidder/proposer.

vii. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

viii. Effectively using the services of available minority/women community organizations and contractors' groups; local, state and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

1.7.2. Documentation of Good Faith Efforts

The following 10 types of documentation, as applicable to the situation, will be considered by the Chief Procurement Officer in determining whether the bidder/proposer has made Good Faith Efforts to meet the Contract DBE Participation Goal. The documentation must be submitted at the time of submission of proposals or the proposal will be deemed non-responsive.

- A. A detailed statement of efforts to identify and select portions of work identified in the request for proposals to certified DBE firms. Include copies of attendance logs from pre-bid/proposal meetings, advertisements and written notices, as applicable.
- B. A listing of all DBE firms contacted that includes:
 - names, address and telephone numbers of DBE firms solicited;
 - date and time of contact;
 - method of contact (written, telephone, facsimile transmittal, etc.)
 - name of the person contacted.
- C. Copies of letters or any other evidence of mailing that substantiates outreach to DBE vendors that includes:
 - project identification and location;
 - classification/commodity of work items for which quotations were sought;
 - date, item and location for acceptance of subcontractor bid proposals;
 - detailed statement which summarizes direct negotiations with appropriate DBE firms for specific portions of the work and indicates why negotiations were unsuccessful;

- affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve the Contract DBE Participation Goal by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on DBE subcontractors for the type of work that was solicited.
- D. Copies of proposed plans for selecting portions of the work to be performed by DBEs in order to increase the likelihood that the Contract DBE Participation Goal will be achieved.
- E. Evidence that the bidder/proposer negotiated in good faith with interested DBEs.
- F. Evidence that the bidder/proposer did not reject DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- G. Evidence that the bidder/proposer made efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance, as required by the City or the bidder/proposer.
- H. Evidence that the bidder/proposer made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
- I. Evidence that the bidder/proposer has provided timely notice of the need for subcontractors to at least 50 percent of the DBEs listed in the City's Directory as being certified in the applicable Areas of Specialty. Proof of notification (e.g. certified mail receipt or facsimile transmittal receipt) prior to the date a bidder/proposer's DBE proposal is due is required for any proposal to be deemed responsive. The Chief Procurement Officer may contact the certified DBEs for verification of notification.
- J. Evidence that subcontractor participation is excessively costly. Subcontractor participation will be deemed excessively costly when the DBE subcontractor proposal exceeds the average price quoted by more than 15 percent. In order to establish that a subcontractor's quote is excessively costly, the bidder/proposer must provide the following information at the time specified in the request for proposals:
1. A detailed statement of the work identified for DBE participation for which the bidder/proposer asserts the DBE quote(s) were excessively costly (in excess of 15 percent higher).
 - (A) a listing of all potential subcontractors contacted for a quotation on that work item;
 - (B) prices quoted for the subcontract in question by all such potential subcontractors for that work item.

OR

2. Other documentation that demonstrates to the satisfaction of the Chief Procurement Officer that the DBE proposals are excessively costly, even though not in excess of 15 percent higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - (A) the City's estimate for the work under a specific subcontract;
 - (B) the bidder/proposer's own estimate for the work under the subcontract;
 - (C) an average of the bona fide prices quoted for the subcontract;
 - (D) demonstrated increase in other contract costs as a result of subcontracting to the DBE or other firm.

Note: The City reserves the right to modify this procedure when deemed appropriate.

1.8. Reporting

- A. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the DBEs included in their approved DBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.
- B. The contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- C. Once the prime contractor has reported payments made to each DBE, including zero dollar amount payments, the DBE will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- D. All subcontract agreements between the contractor and DBE firms or any first tier non-certified firm and lower tier DBE firms must contain language requiring the DBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm. Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <https://chicago.mwdbe.com>
- E. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to DBE participation and the status of any DBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- F. The contractor shall maintain records of all relevant data with respect to the utilization of DBEs retaining these records for a period of at least five years after final acceptance of the work. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

1.9. DBE Substitutions

- A. Arbitrary changes by the bidder/proposer of the commitments earlier certified in the Schedule D, D-1 or D-3 are prohibited. Further, after once entering into each approved DBE subcontract, the bidder/proposer may neither terminate the subcontract, nor reduce the scope of the work to be performed by the DBE, nor decrease the price to the DBE, without in each instance (i) having just cause, including situations where bidder/proposer's contract with the DBE includes termination for convenience; (ii) making Good Faith Efforts to find another DBE subcontractor to substitute for the original DBE (these Good Faith Efforts must be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the Contract DBE Participation Goal); and (iii) receiving the prior written approval of the City in all instances.

The bidder/proposer must give the Chief Procurement Officer reasons that justify the bidder/proposer's terminating a DBE, reducing the scope of work to be performed by a DBE, or decreasing the price to a DBE. The substitution procedure will be as follows:

1. The bidder/proposer must notify the Chief Procurement Officer immediately in writing of an apparent necessity to reduce or terminate a DBE subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the Contract DBE Participation Goal.
2. The bidder/proposer's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following examples: a

committed DBE was found not to be able to perform, or not to be able to perform on time; a committed DBE was found not to be able to produce acceptable work; a committed DBE was discovered later to be not bona fide; a DBE committed at a given price later demands an unreasonable escalation of price; and, the work to be performed by the DBE under the bidder's/proposer's contract with the City is terminated or reduced.

The bidder/proposer's position in these cases must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: A replacement firm has been recruited to perform the same work under terms more advantageous to the prime contractor; issues about performance by the committed DBE were disputed (unless every reasonable effort has already been made to have the issues resolved or mediated satisfactorily); a DBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.

3. The bidder/proposer's notification should include the name, address and principal official of any proposed substitute DBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same DBE affidavits, documents, and Letter of Intent which are required of bidders, as enumerated in Section, Procedure to Determine Bid Compliance.

4. The City will evaluate the submitted documentation, and respond within 15 working days to the request for approval of a substitution. The response may be in the form of a request for more information, or a request for an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the City will instead respond as soon as practicable.

5. Actual substitution of a replacement DBE to fulfill the Contract DBE Participation Goal may not be made before City approval is given of the acceptability of the substitute DBE. A subcontract with the substitute DBE subcontractor must be executed within five working days following the City's approval, and a copy of the DBE subcontract with signatures of both parties to the agreement should be submitted immediately to the City.

B. The City will not approve extra payment for escalated costs incurred by the bidder/proposer when a substitution of subcontractors becomes necessary for the bidder/proposer to comply with the Contract DBE Participation Goal.

C. The Chief Procurement Officer will make the determination of whether the bidder has exercised Good Faith Efforts.

1.10. Non-Compliance

A. Each of the following constitutes a material breach of this contract and entitles the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or in equity:

1. failure to make good faith efforts to satisfy the Contract DBE Participation Goal proposed by the bidder/proposer and accepted by the City; and
2. the contractor, a subcontractor or supplier is disqualified as a DBE, where the status was a factor in the contract award and was misrepresented by the contractor.

If the contractor is determined by the City not to have been involved in any misrepresentation of the status of a disqualified subcontractor or supplier, the contractor must discharge the disqualified subcontractor or supplier and, if possible, identify and engage a qualified DBE as its replacement. Furthermore, contractor's continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. The City may withhold payments due to the contractor until corrective action is taken.

B. The contractor's failure to comply with the Contract DBE Participation Goal proposed by the bidder/proposer and accepted by the City, or failure to comply with the provisions of Section IX, DBE Substitutions, will entitle the affected DBEs to recover from the contractor damages suffered by these DBEs

as a result of such under- or non-utilization, but this provision will not apply to the extent the under- or non-utilization occurs pursuant to Good Faith Efforts approved by the City. See Section 1.11, "Arbitration."

For contracts funded in whole, or in part, by Federal Highway Administration, Federal Transit Administration, Illinois Department of Transportation: When the contract requirements are completed, in the event that the City has determined that the bidder/proposer failed to comply with the Contract DBE Participation Goal proposed by the bidder/proposer and accepted by the City, the City will thereby be damaged in the failure to provide the benefit of participation to DBEs to the degree set forth in the Special Conditions. Therefore, in such case of non-compliance, the City will deduct as liquidated damages cumulative amounts computed as follows:

For each one percent (or fraction thereof) of shortfall toward the Contract DBE Participation Goal, one percent of the base bid for this contract shall be surrendered by the bidder/proposer to the City of Chicago in payment as liquidated damages.

1.11. Arbitration (FAA Funded Contracts)

A. The contractor hereby agrees that any disputes between the contractor and any affected DBE regarding damages as a result of contractor's under- or non-utilization of the DBE on any contract funded, in whole or in part, by the Federal Aviation Administration may, at the sole discretion of the DBE, be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorneys' fees, being recoverable by a prevailing DBE in accordance with applicable City regulations. This provision is intended for the benefit of any DBEs affected by under- or non-utilization and grants them specific third party beneficiary rights. In cases where deemed appropriate by the Contract Compliance Administrator, notification of a dispute by the affected DBE or prime contractor may lead to the withholding of final contract payouts until the City receives a copy of the final arbitration decision. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including those contained in a subcontract, suborder or communicated orally between a contractor and a DBE.

B. If requested by the DBE, the DBE has the right to arbitrate. A DBE desiring to arbitrate must contact the contractor in writing to initiate the arbitration process. Except as otherwise agreed to in writing by the affected parties, subject to the limitation contained in the last sentence of the previous paragraph, within 10 days of the contractor receiving notification of the intent to arbitrate from the DBE the above-described disputes must be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 1840, Chicago, Illinois 60601-7601. [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations must be initiated by the DBE filing a demand for arbitration with the AAA; must be conducted by the AAA; and held in Chicago, Illinois.

C. All fees of the arbitrator are the initial responsibility of the DBE; the arbitrator, however, is authorized to award reasonable expenses, including attorney's and arbitrator fees, as damages to a prevailing DBE.

D. The DBE must send the City a copy of the "Demand for Arbitration" within 10 days after it is filed with the AAA. The DBE also must send the City a copy of the decision of the arbitrator within 10 days of receiving the decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

1.12. Prime Contractor Assistance

Prime contractors should themselves assist DBEs in overcoming barriers to program participation. The following instruments of assistance, for example, should be used as applicable:

- Developing solicitations of sub-contract bids so as to increase potential DBE participation. This can take the form of breaking down large subcontracts into smaller ones, and of issuing notice of solicitations in a timely manner.
- Providing technical assistance and guidance in the bidding, estimating and scheduling processes.

- Considering purchasing supplies and/or leasing the required equipment for a job, then subcontracting only for the expertise required to perform the work.
- Providing accelerated payments or establishing pro-rated payment and delivery schedules so as to minimize cash flow problems faced by small firms.
- Providing, waiving or reducing subcontractor bonding requirements; allowing stage bonding (bonding carried over from one project stage to the next).
- Providing a pre-bid conference for potential sub-contractors.

In addition to the employment of DBEs, the bidder/proposer should consider the utilization of DBEs in fields indirectly related to the contract, such as banking, office equipment sales, vehicles sales, mechanical repair, legal and accounting services, building security, graphics and advertising, etc.

1.13. Record Keeping

The Contractor shall maintain records of all relevant data with respect to the utilization of DBEs, retaining these records for a period of at least five years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, Federal or State authorities in this project, the U. S. Department of Justice, or any duly authorized representatives thereof.

1.14. DBE Financial Institutions

As of January 2014 Illinois has only one certified DBE financial institution, Seaway National Bank.

Other Minority and/or Female Owned Institutions:

- Banco Popular
- First Commercial Bank
- Illinois Federal Savings Bank

1.15. Assistance Agencies

Small business guaranteed loans, surety bond guarantees; 8(a) certification:

U. S. Small Business Administration
500 W. Madison Street, Suite 1250
Chicago, Illinois 60601
Attention: Robert Conner
(312)353-4528

S.B.A. Bond Guarantee Program/Surety Bonds
500 W. Madison Street, Suite 1250
Chicago, Illinois 60601
(312)353-7331

S.B.A. Procurement Assistance
500 W. Madison Street, Suite 1250
Chicago, Illinois 60601
Attention: Robert P. Murphy, Assistant Regional Administrator
(312)744-1895

City of Chicago Web site:

www.cityofchicago.org/purchasing

Information on DBE availability in the manufacturing, sales or supplies, and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

National Minority Supplier
Development Council, Inc.
1040 Avenue of the Americas – 2nd Floor

New York, New York 10018
Attention: Harriet R. Michel
(212)944-2430

Chicago Minority Business Development Council
11 South LaSalle Street – Suite 850
Chicago, Illinois 60603
Attention: Tracye Smith
(312)263-0105

1.16. Equal Employment Opportunity

Compliance with DBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as specified elsewhere in this contract and as they relate to prime contractor and subcontractor obligations.

Assist Agencies

<p>Alliance of Business Leaders & Entrepreneurs (ABLE) 150 N. Michigan Ave. Suite 2800 Chicago, IL 60601 Phone: (312) 624-7733 Fax: (312) 624-7734 Web: www.ablechicago.com</p>	<p>Chicago Area Gay & Lesbian Chamber of Commerce 3656 N. Halsted Chicago, IL 60613 Phone: (773) 303-0167 Fax: (773) 303-0168 Web: www.glchamber.org</p>
<p>Alliance of Minority and Female Contractors c/o Federation of Women Contractors 5650 S. Archer Avenue Chicago, IL 60638 Phone: (312) 360-1122 Fax: (312) 360-0239</p>	<p>Chicago Minority Supplier Development Council, Inc. 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: (312) 755-8880 Fax: (312) 755-8890 Web: www.chicagomsdc.org</p>
<p>American Brotherhood of Contractors Business Development Center 11509 S. Elizabeth Chicago, IL 60643 Phone: (773) 928-2225 Fax: (773) 928-2209 Web: www.american-brotherhood.org</p>	<p>Chicago Urban League 4510 S. Michigan Ave. Chicago, IL 60653 Phone: (773) 285-5800 Fax: (773) 285-7772 Web: www.cul-chicago.org</p>
<p>Asian American Institute 4753 N. Broadway St. Suite 904 Chicago, IL 60640 Phone: (773) 271-0899 Fax: (773) 271-1982 Web: www.aaichicago.org</p>	<p>Cosmopolitan Chamber of Commerce 203 N. Wabash, Suite 518 Chicago, IL 60601 Phone: (312) 499-0611 Fax: (312) 332-2688 Web: www.cosmochamber.org</p>
<p>Association of Asian Construction Enterprises 333 N. Ogden Avenue Chicago, IL 60607 Phone: (847) 525-9693 Email: nakmancorp@aol.com</p>	<p>Federation of Women Contractors 5650 S. Archer Avenue Chicago, IL 60638 Phone: (312) 360-1122 Fax: (312) 360-0239 Web: www.fwcchicago.com</p>
<p>Black Contractors United 400 W. 76th Street, Suite 200 Chicago, IL 60620 Phone: (773) 483-4000 Fax: (773) 483-4150 Web: www.blackcontractorsunited.com</p>	

<p>Chatham Business Association Small Business Development, Inc. 8441 S. Cottage Grove Avenue Chicago, IL 60619 Phone: (773)994-5006 Fax: (773)994-9871 Web: www.cbaworks.org</p> <p>Suburban Minority Contractors Association 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: (847) 852-5010 Fax: (847) 382-1787 Web: www.suburbanblackcontractors.org</p> <p>Uptown Center Hull House 4520 N. Beacon Street Chicago, IL 60640 Phone: (773) 561-3500 Fax: (773) 561-3507 Web: www.hullhouse.org</p> <p>Women Construction Owners & Executives (WCOE) Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: (708) 366-1250 Fax: (708) 366-5418 Web: www.wcoeusa.org</p> <p>Women's Business Development Center 8 South Michigan Ave., Suite 400 Chicago, IL 60603 Phone: (312) 853-3477 Fax: (312) 853-0145 Web: www.wbdc.org</p>	<p>Hispanic American Construction Industry Association (HACIA) 901 West Jackson Boulevard, Suite 205 Chicago, IL 60607 Phone: (312) 666-5910 Fax: (312) 666-5692 Web: www.haciaworks.org</p> <p>Illinois Hispanic Chamber of Commerce 855 W. Adams, Suite 100 Chicago, IL 60607 Phone: (312) 425-9500 Fax: (312) 425-9510 Web: www.ihccbbusiness.net</p> <p>Chicago Women in Trades (CWIT) 4425 S. Western Blvd. Chicago, IL 60609-3032 Phone: (773) 376-1450 Fax: (312) 942-0802 Web: www.chicagowomenintrades.org</p> <p>Coalition for United Community Labor Force 1253 W. 63rd Street Chicago, IL 60636 Phone: (312) 243-5149</p> <p>Illinois Black Chamber of Commerce 331 Fulton Street, Suite 530 Peoria, IL 61602 Phone: (309) 740-4430 Fax: (309) 672-1379 www.ilbcc.org</p> <p>Englewood Black Chamber of Commerce P.O. Box 21453 Chicago, IL 60621</p> <p>South Shore Chamber, Incorporated Black United Funds Bldg. 1750 E. 71st Street Chicago, IL 60649-2000 Phone: (773) 955- 9508</p>
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	<p>United Neighborhood Organization (UNO) 954 W. Washington Blvd., 3rd Floor Chicago, IL 60607 Phone: (312) 432-6301 Fax: (312) 432-0077 Web: www.uno-online.org</p> <p>National Organization of Minority Engineers 33 West Monroe Suite 1540 Chicago, Illinois 60603 Phone: (312) 425-9560 Fax: (312) 425-9564 Web: www.nomeonline.org</p>
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ATTACHMENT B
(ON BIDDER/PROPOSER'S LETTERHEAD)

RETURN RECEIPT REQUESTED

(Date)

Re: Specification: _____
Description: _____

(Assist Agency Name and Address)

Dear _____:

(Bidder/Proposer) _____ intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due on _____.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged Business Enterprise ("DBE") contract goal. If you are aware of any DBE firms that would be capable of performing in any of the above-identified areas, please contact

(Bidder/Proposer) _____ at _____
Name of Company Representative Address/phone

within (10) ten working days of receipt of this letter.

Due to our inability to identify an appropriate DBE firm(s) certified by the Illinois Unified Certification Program ("IL UCP") to participate as a subcontractor or joint venture partner on this project, a request for the waiver of the contract goals will be submitted. Written comments on (Bidder/Proposer's) waiver request may be directed within fifteen (15) working days of your receipt of this letter to:

Jamie L. Rhee
Chief Procurement Officer
Department of Procurement Services
City of Chicago
121 N. LaSalle Street, Room 806
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at _____.

Sincerely,

SCHEDULE B
Affidavit of DBE/Non-DBE Joint Venture
(FTA, FHWA and FAA Funded Contracts)

Note: If all joint venturers are DBEs, a written joint venture agreement between the DBE venturers may be submitted in lieu of this form. In all proposed joint ventures, each DBE venturer must submit a copy of its current Letter of Certification.

ALL INFORMATION REQUESTED BY THIS SCHEDULE MUST BE ANSWERED IN THE SPACES PROVIDED. DO NOT REFER TO YOUR JOINT VENTURE AGREEMENT EXCEPT TO EXPAND ON ANSWERS PROVIDED ON THIS FORM. IF ADDITIONAL SPACE IS REQUIRED, ADDITIONAL SHEETS MAY BE ATTACHED.

I. Name of joint venture: _____
Address of joint venture: _____
Phone number of joint venture: _____

II. Identify each non-DBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning DBE compliance: _____

III. Identify each non-DBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning DBE compliance: _____

IV. Describe the role(s) of the DBE venturer(s) in the joint venture:

V. Attach a copy of the joint venture agreement. In order to demonstrate the DBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the DBE's own forces; (3) work items to be performed under the supervision of the DBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the DBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.

A. What are the percentage(s) of DBE ownership of the joint venture?
DBE ownership percentage(s): _____
Non-DBE ownership percentage(s): _____

B. Specify DBE percentages for each of the following (provide narrative descriptions and other details as applicable):

1. Profit and loss sharing: _____

2. Capital contributions:
 - (a) Dollar amounts of initial contribution: _____
 - (b) Dollar amounts of anticipated on-going contributions: _____
3. Contributions of equipment (specify types and quantities of equipment to be provided by each venturer): _____

4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: _____

5. Provide copies of all written agreements between venturers concerning this project.
6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

- A. Joint venture check signing:

- B. Authority to enter contracts on behalf of the joint venture:

- C. Signing, co-signing and/or collateralizing loans:

- D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

G. Management of contract performance. (identify by name and firm only):

1. Supervision of field operations: _____
2. Major purchases: _____
3. Estimating: _____
4. Engineering: _____

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

B. Identify the "managing partner" if any, and describe the means and measure of their compensation:

C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-DBE firm, the DBE firm, or the joint venture.

Trade	Non-DBE Firm (number of employees)	DBE (number of employees)	Joint Venture (number of employees)

Note: If any personnel proposed for this project will be employees of the joint venture:

A. Are any proposed joint venture employees currently employed by either venturer?
Currently employed by non-DBE (number) __ Currently employed by DBE _____

B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

C. Which venturer will be responsible for the preparation of joint venture payrolls?

XI. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

Attach additional sheets as needed.

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If there are any changes in the information submitted after filing this Schedule B and before the completion of the joint venture's work on the project, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

Name of DBE Partner Firm

Name of Non-DBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

On this _____ day of _____, 20____, the above-signed officers

(names of affiants)

personally appeared and, known to me to be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature of Notary Public

My Commission Expires: _____

(SEAL)



SCHEDULE C-1
DBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

FOR
NON-CONSTRUCTION
PROJECTS ONLY

Project Name: Design-Build-Operate-Maintain Services for O'Hare ATS Expansion and Modernization

Specification No.: 121778

From: Millhouse Engineering & Construction, Inc.

(Name of DBE Firm)

To: Parsons Construction Group Inc. and the City of Chicago.

(Name of Prime Contractor/Consultant)

The DBE status of the undersigned is confirmed by the attached City of Chicago or Illinois Uniform Certification Program Certification Letter dated: May 28, 2014

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the DBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Engineering Design Services

The above described performance is offered for the following price and described terms of payment:
\$500,000

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the DBE will not be subcontracting any of the work listed or attached to this schedule.

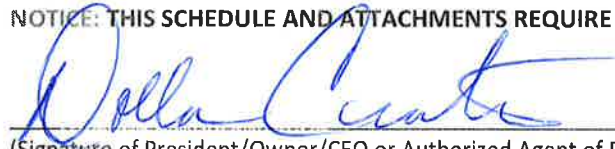
0 % of the dollar value of the DBE subcontract that will be subcontracted to non-DBE contractors.

0 % of the dollar value of the DBE subcontract that will be subcontracted to DBE contractors.

NOTICE: If any of the DBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. DBE credit will not be given for work subcontracted to Non-DBE contractors, except for as allowed in the Special Conditions Regarding Disadvantaged Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.



(Signature of President/Owner/CEO or Authorized Agent of DBE)

March 31, 2015

(Date)

Dolla Crater / Vice President of Business Operations

(Name/Title-Please Print)

dcrater@milhouseinc.com & 312-987-0061

(Email & Phone Number)



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

MAY 28 2014

Wilbur C. Milhouse, III.
Milhouse Engineering and Construction, Inc.
60 East Van Buren Street, Suite 1501
Chicago, IL 60605

Dear Mr. Milhouse:

The City of Chicago, your host agency, has reviewed your **Continued DBE Eligibility Affidavit** and supporting documentation and is pleased to notify you that your firm, **Milhouse Engineering and Construction, Inc.** continues to meet the requirements for certification as a **Disadvantaged Business Enterprise ("DBE")** in accordance with the governing federal regulations, 49 CFR part 26.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra, and Pace.

Your certification is approved, subject to a review of Continued Eligibility on **June 1, 2019**. To remain certified with the IL UCP you must submit a *No Change Affidavit* each year. Notification will be sent to you **sixty (60) days** prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency **within thirty (30) days** of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR 26.83(i).

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

NAICS Code(s):

236220 - Commercial Building Construction
236220 - Commercial Building Construction General Contractors
236220 - Construction Management, Commercial and Institutional Building
237110 - Sewage Collection and Disposal Line Construction
237110 - Utility Line (i.e., sewer, water), Construction
237310 - Construction Management, Highway, Road, Street and Bridge
238320 - Painting (except roof) Contractors
238350 - Finish Carpentry
541310 - Architectural (except landscape) Services
541310 - Building Architectural Design Services
541330 - Civil Engineering Services
541330 - Electrical Engineering Services
541330 - Engineering Consulting Services
541330 - Mechanical Engineering Services
541330 - Traffic Engineering Consulting Services
541350 - Building Inspection Services
541512 - Computer-aided Design (CAD) Systems Integration Design Services
541620 - Environmental Consulting Services

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE, and ACDBE firms. The Directory can be accessed on the Internet at www.dot.state.il.us/ucp/ucp.html.

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Please note:

- This certification does not attest to your firm's abilities to perform in the approved work category (ies).
- Your certification may be revoked if your firm is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a contract goal, the DBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 26.55. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.

For All Non Trucking Firms:


- Firms seeking work with IDOT as a prime or subconsultant in specialized engineering categories must be prequalified by IDOT's Bureau of Design and Environment.
- Firms seeking work with IDOT, as a prime construction contractor must be prequalified by IDOT's Bureau of Construction.

For All Trucking Firms:

- All DBE trucking firms must own at least one truck. The truck must be operable and capable of hauling materials specific to the contract. The owned truck(s) must be used prior to utilizing leased truck(s).
- The DBE trucking firm receives goal credit for the total value of the transportation service it provides on the contract using trucks it owns, insures and operates and using drivers it employs.
- The DBE trucking firm, which leases trucks from another DBE trucking firm, receives goal credit for the total value of the transportation services the lessee DBE provides on the contract.
- When a DBE trucking firm leases from a non-DBE trucking firm, the goal credit is limited to the fee or commission the DBE receives as a result of the lease arrangement. The fee or commission shall be reasonable and shall be indicated on the lease.
- For any credit to be allowed for leased trucks, the leases must be properly filed with the Illinois Commerce Commission (ILCC), and indicate that the DBE has exclusive use and control over the truck(s). Leased trucks must visibly display the name and ILCC number of the DBE trucking firm.

Please direct all inquiries and any questions to the City of Chicago Disadvantaged Business Enterprise Program at 312-744-1929.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/si

E-mail: wmilhouse@milhouseinc.com

4.11

Unified Certification Program - Search

[Contractor Details](#)[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)**Milhouse****Construction, Inc.**

Wilbur C. Milhouse III
60 E. Van Buren St., Ste.
1501
Chicago, IL 60605

County: Cook**Email:** business.admin@milhouseinc.com**Phone:** 312-987-0061**Fax:** 312-987-0071**Categories:** Construction**NAICS****Speciality**

238110-Poured Concrete 238110-MISCELLANEOUS
Foundation and Structure CONCRETE
Contractors

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Version: 1.1.2.3247



SCHEDULE C-1

DBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

DESIGN-BUILD-OPERATE-MAINTAIN SERVICES

Project Name: FOR O'HARE ATS EXPANSION AND MODERNIZATION

Specification No.: 121778

From: Norvilla, LLC

(Name of DBE Firm)

To: Rossi Contractors, Inc. and the City of Chicago.

(Name of Prime Contractor/Consultant)

The DBE status of the undersigned is confirmed by the attached City of Chicago or Illinois Uniform Certification Program Certification Letter dated: July 16, 2014

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the DBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

NAICS Code 538110 Concrete Repair and footing and foundation concrete contractors, NAICS Code 238120 rebar contractors and erecting structural steel (sheet piling, H-piling [waterside and landside], NAICS Code 238910 demolition and excavation contractor NAICS Code: 237310 Highway, Street, and Bridge Construction specifically, concrete paving (i.e., highway, road, street, public sidewalk), construction management (i.e., highway, road, street, public sidewalk), curbs and street gutter (highway, road, and street, construction),

The above described performance is offered for the following price and described terms of payment:
and sidewalk public construction NAICS Code: 237990 Other Heavy and Civil Engineering Construction
specifically, construction management (mass transit) and drainage project construction.

Periodic progress payments for a total Lump Sum of \$3,000,000.00

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the DBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the DBE subcontract that will be subcontracted to non-DBE contractors.

0 % of the dollar value of the DBE subcontract that will be subcontracted to DBE contractors.

NOTICE: If any of the DBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. DBE credit will not be given for work subcontracted to Non-DBE contractors, except for as allowed in the Special Conditions Regarding Disadvantaged Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

 President
(Signature of President/Owner/CEO or Authorized Agent of DBE)

March 20, 2015
(Date)

Lydia Villasenor-Galvani
(Name/Title-Please Print)

lvgalvani@norvillaconstruction.com
(Email & Phone Number)



Thomas J. Ross
Executive Director

June 16, 2014

Lydia Villasenor-Galvani
Norvilla LLC
2205 Enterprise Drive
Suite 520
Westchester, IL 60154

Dear Ms. Villasenor-Galvani:

Pace, has reviewed your annual No Change Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26.61. Your next No Change Affidavit is due **July 15, 2015**. Notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in circumstances that affect your ability to meet size standards, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at www.pacebus.com. Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):

- NAICS Code: 238110 Poured Concrete Foundation and Structure Contractors specifically, concrete repair, and footing and foundation concrete contractors
- NAICS Code: 238120 Structural Steel and Precast Concrete Contractors specifically, rebar contractors and erecting structural steel (sheet piling, H-piling [waterside and landside])
- NAICS Code: 238910 Site Preparation Contractors specifically, demolition and excavation contractor

Ms. Lydia Villasenor-Galvani

June 16, 2014

Page 2

- NAICS Code: 237310 Highway, Street, and Bridge Construction specifically, concrete paving (i.e., highway, road, street, public sidewalk), construction management (i.e., highway, road, street, public sidewalk), curbs and street gutter (highway, road, and street, construction), and sidewalk public construction
- NAICS Code: 237990 Other Heavy and Civil Engineering Construction specifically, construction management (mass transit) and drainage project construction.

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Sincerely,



Christina A. Perez
DBE Liaison Officer

Unified Certification Program - Search

Contractor Details

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)

Print

Norvilla LLC

Lydia Villasenor-Galvani
2205 Enterprise Drive
Westchester, IL 60154

County: Cook

Email: lvgalvani@norvillaconstruction.com

Phone: 708-223-8151

Fax: 708-223-4384

Categories: Construction



SCHEDULE C-1
DBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

FOR
NON-CONSTRUCTION
PROJECTS ONLY

Project Name: Design-Build-Operate-Maintain Services for O'Hare ATS Expansion and Modernization

Specification No.: 121778

From: DND Electric, Inc.

(Name of DBE Firm)

To: Aldridge Electric, Inc. and the City of Chicago.
(Name of Prime Contractor/Consultant)

The DBE status of the undersigned is confirmed by the attached City of Chicago or Illinois Uniform Certification Program Certification Letter dated: _____

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the DBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

DND Electric shall furnish and install ductbank by terminal 5, traction ductbank
for new guide way, ductbank in maintenance yard, roadway lighting in
maintenance yard, and heat tape.

The above described performance is offered for the following price and described terms of payment:

\$4,495,000.00

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the DBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the DBE subcontract that will be subcontracted to non-DBE contractors.

0 % of the dollar value of the DBE subcontract that will be subcontracted to DBE contractors.

NOTICE: If any of the DBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. DBE credit will not be given for work subcontracted to Non-DBE contractors, except for as allowed in the Special Conditions Regarding Disadvantaged Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.



(Signature of President/Owner/CEO or Authorized Agent of DBE)

3/25/2015

(Date)

DAVID DELEON / PRESIDENT

(Name/Title-Please Print)

dnd@dndelectric.com 630-585-0933

(Email & Phone Number)



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

FEB 06 2015

Mr. David DeLeon
DND Electric, Inc.
2255 Church Rd.
Aurora, IL 60502

RE: Revised Certification Letter – Expansion of Specialty Areas

Dear David DeLeon:

The City of Chicago has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm, **DND Electric, Inc.**, continues to meet the **Disadvantaged Business Enterprise ("DBE")** program certification eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due December 1, 2015.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in circumstances during the course of your certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within **thirty (30) days** of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):

NAICS Code(s):

238210 – Electrical Contractors

NAICS Expansion Code(s):

237130 – Fiber Optic Cable Transmission Line Construction

237130 – Pole Line Construction

237130 – Substation and Switching Station, Power Transmission Line, Construction

237130 – Transformer Station and Substation, Electric Power, Construction

237130 – Underground Cable (e.g., cable television, electricity, telephone) Laying

237130 – Utility Line (i.e., communication, electric power), Construction

The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE, and ACDBE firms. The Directory can be accessed on the Internet at <http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>.

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Sincerely,

A handwritten signature in black ink, appearing to read "Jamie L. Rhee", with a long horizontal flourish extending to the right.

Jamie L. Rhee
Chief Procurement Officer

JLR/cm

Unified Certification Program - Search

[Contractor Details](#)[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)**D N D Electric, Inc**

David Deleon

1569 Harris Drive

Aurora, IL 60504-0000

County: Kane**Email:** dndelectric@sbcglobal.net**Phone:** 630-585-0933**Fax:** 630-585-0314**Categories:** Construction**NAICS**

238210-Electrical

Contractors and Other Wiring contractors

Installation Contractors

Speciality

NAICS 238210 Electrical

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Version: 1.1.2.3247



SCHEDULE C-1
DBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

FOR
NON-CONSTRUCTION
PROJECTS ONLY

Project Name: Design-Build-Operate-Maintain Services for O'Hare ATS Expansion and Modernization

Specification No.: 121778

From: Live Wire Electrical Systems, Inc.

(Name of DBE Firm)

To: Aldridge Electric, Inc. and the City of Chicago.
(Name of Prime Contractor/Consultant)

The DBE status of the undersigned is confirmed by the attached City of Chicago or Illinois Uniform Certification Program Certification Letter dated: _____

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the DBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Live Wire Electric shall furnish and install emergency walkway lighting, cable tray on
guideway, cable tray grounding, rail grounding, pier grounding, and traction power
substation (TPSS-D)

The above described performance is offered for the following price and described terms of payment:

\$1,656,600.00

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the DBE will not be subcontracting any of the work listed or attached to this schedule.


0 % of the dollar value of the DBE subcontract that will be subcontracted to non-DBE contractors.

0 % of the dollar value of the DBE subcontract that will be subcontracted to DBE contractors.

NOTICE: If any of the DBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. DBE credit will not be given for work subcontracted to Non-DBE contractors, except for as allowed in the Special Conditions Regarding Disadvantaged Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.


(Signature of President/Owner/CEO or Authorized Agent of DBE)

3/25/2015
(Date)

Simon Harris | President
(Name/Title-Please Print)

SHARRIS@LinkWire-Systems.com 708-932-6577
(Email & Phone Number)



547 W. Jackson Blvd. Chicago, IL 60661 (312) 322-6900 TTY# 1-312-322-6774

January 29, 2015

LaShon Harris
Livewire Electrical Systems, Inc.
16341 Frontage Road
Oak Forest, IL 60452

Dear Mr. Harris:

Metra has reviewed your annual No Change Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Subpart D 26.61. Your next No Change Affidavit is due **January 27, 2016**. Notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in your certification that affect your ability to meet size standards, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is grounds for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firms name will appear in the IL UCP directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed at www.metrarail.com under the Business Diversity DBE link. Your firm's name will appear in the IL UCP DBE Directory under the following:

NAICS Code: 238210, 238110, 238990

Specialty: 238210 – Electrical Contracting Services; Specializing in Power, Lighting,
Security and Life Saving Systems
238110 – Concrete Cast In Place
238990 – Curb, Gutter and Sidewalk Construction

Your participation on contracts will only be credited toward DBE contract goals when your firm performs in a Commercially Useful Function (CUF) in its approved area(s) of specialty.

Sincerely,

Janice R. Thomas, CPPB
Senior Director

Office of Business Diversity and Civil Rights

AR

Unified Certification Program - Search

[Contractor Details](#)[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)**Livewire Electrical
Systems, Inc.**

LaShon Harris
16341 Frontage Rd.
Oak Forest, IL 60452

Email: livewire1@att.net**Phone:** 708-535-6001**Fax:** 708-535-6108**County:** Cook**Categories:** Airport Concessionaire, Construction**NAICS**

238210 - ELECTRICAL
CONTRACTORS AND
OTHER WIRING
INSTALLATION
CONTRACTORS

238110 - POURED
CONCRETE FOUNDATION
AND STRUCTURE
CONTRACTORS

238990 - ALL OTHER
SPECIALTY TRADE
CONTRACTORS

Speciality

238210 - ELECTRICAL
CONTRACTING SERVICES
SPECIALIZING IN POWER,
LIGHTING, SECURITY AND
LIFE SAVING SYSTEMS

238110 - CONCRETE CAST
IN PLACE

238990 - CURB, GUTTER
AND SIDEWALK
CONSTRUCTION



SCHEDULE D-1
Compliance Plan Regarding DBE Utilization
Affidavit of Prime Contractor

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.

Project Name: Design-Build-Operate-Maintain Services for O'Hare ATS Expansion and Modernization

Specification No.: 121778

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of Parsons Construction Group Inc.
(Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the DBE goals of this contract.

All DBE firms included in this plan have been certified as such by the City of Chicago or Illinois Uniform Certification Program (Letters of Certification Attached).

- I. **DBE Prime Consultant/Contractor:** If prime consultant is a certified DBE firm, attach copy of DBE Letter of Certification.
- II. **DBEs as Joint Ventures:** If the Prime Consultant is a joint venture and one or more joint venture partners are certified DBEs, attach copies of Letters of Certification and a copy of a Joint Venture Agreement clearly describing the role of the DBE firm (s) and its ownership interest in the joint venture.

A. **DBE Sub-Consultants:** this section for each DBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of DBE: Milhouse Engineering and Construction, Inc.

Address: 60 E. Van Buren Street, Suite 1501, Chicago, IL 60605

Contact Person: Stan Kaderbek

Phone Number: 312-884-8068

Dollar Value of Participation; \$ 500,000

Percentage of Participation % .38

2. Name of DBE: Novilla, LLC

Address: 2205 Enterprise Drive, Suite 520, Westchester, IL 60154

Contact Person: Lydia Villaseñor-Galvani

Phone Number: 708-223-8151

Dollar Value of Participation; \$ 3,000,000

Percentage of Participation % 2.31

3. Name of DBE: DND Electric, Inc

Address: 1569 Harris Drive, Aurora, IL 60504

Contact Person: David Deleon

Phone Number: 630-585-0933

Dollar Value of Participation; \$ 4,495,000

Percentage of Participation % 3.46

4. Name of DBE: Live Wire Electrical Systems, Inc.

Address: 16341 Frontage Road, Oak Forest, IL 601452

Contact Person: Shon Harris

Phone Number: 708-932-6577

Dollar Value of Participation; \$ 1,656,600

Percentage of Participation % 1.27

5. Name of DBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation; \$ _____

Percentage of Participation % _____

II. Summary of DBE Proposal

DBE Firm Name	Dollar Amount Participation \$	Percent Amount Participation %
Milhouse Engineering and Construction, Inc.	500,000	.38
Novilla, LLC	3,000,000	2.31
DND Electric, Inc.	4,495,000	3.46
Live Wire Electrical Systems, Inc.	1,656,600	1.27
Total Direct DBE Participation	9,651,600	7.42

The Prime Contractor designates the following person as its DBE Liaison Officer:

Victoria Shirley

(Name- Please Print or Type)

303-566-1167

(Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

Parsons Construction Group Inc.

(Name of Prime Contractor – Print or Type)

State of: Illinois

William R Phillips

(Signature)

County of: Cook

[Signature]

(Name/Title of Affiant – Print or Type)

William Phillips

(Date)

On this 1 day of April, 2015, the above signed officer

William Phillips

(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Elise Chinn

(Notary Public Signature)

SEAL:



Commission Expires: August 28, 2018



10 South Riverside Plaza, Suite 400 • Chicago, Illinois 60606 • (312) 930-5100 • Fax (312) 930-0018 • www.parsons.com

April 2, 2015

Jamie L. Rhee, Chief Procurement Officer
Department of Procurement Services
Bid & Bond Room
Room 301, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

RE: Waiver Request - ORD ATS Expansion & Modernization DBOM RFP

Dear Ms. Rhee,

Parsons is committed to maximizing subcontracting and vendor opportunities for DBE companies. In order to achieve success, our firm has established a solid approach to DBE inclusion. DBE involvement is promoted and encouraged in all phases of procurement, and continues to be incorporated throughout the design and construction phases of the project. Parsons has instituted a sound DBE participation plan.

Although there are opportunities for DBE participation and we are working diligently to use DBEs, it should be noted that a significant amount of the contract is for the manufacturing and delivery of the vehicles and control systems components, provided by Bombardier. Bombardier's high standard for quality is predicated on a supply chain that has taken over 30 years to develop. Validation of any new suppliers, specifically for the proprietary vehicle and ATC technologies, requires a sophisticated Supplier Evaluation and Approval Process (SEAP). Bombardier does evaluate DBE vendors during bids for scope primarily consisting of electrical and civil installation. For the Chicago ATS project, Bombardier does not have any installation scope, and will be utilizing its standard supply chain with its in house manufacturing and testing to ensure that the required technical and quality compliance is achieved. Since the Bombardier vehicles are manufactured outside of the State of Illinois and this work is extremely specialized, using subcontractors that are DBE certified in the State of Illinois is not feasible. As a result, Illinois State DBE firms cannot be utilized for this portion of work and the contract goals.

As we move further along with the design and more detail becomes available, we will continue to analyze other areas where we can increase DBE involvement. At this stage of the procurement process, our exact DBE participation has not been totally confirmed. Despite this, we feel confident that we can obtain DBE participation in the Construction portion of the work, valued at approximately \$130,000,000, in the amounts shown below.

Total anticipated DBE participation on the Construction portion of the contract:

<u>Scope</u>	<u>Dollar Amount</u>	<u>Percentage</u>	<u>Intended DBE Firms (to date)</u>
• Electrical	\$6,151,600	4.73%	C-1 Forms Attached
• Civil	\$3,000,000	2.31%	C-1 Form Attached
• Design	\$1,000,000	.77%	C-1 Form Attached
• M&SF	\$5,000,000	3.85%	TBD
• Quality/Control	\$2,000,000	1.54%	TBD
	<hr/> \$17,151,600	<hr/> 13.2%	

In addition to the solid good faith efforts already performed, during our Preliminary Proposal efforts, and documented in our proposal, our Team will continue with the ongoing process of identifying and providing maximum opportunities to DBE firms. Our efforts will be all-encompassing and include our team members, subcontractors, and suppliers other than Bombardier. Our dedicated subcontracting partners will also strive to include DBE firms for participation at the lower tier levels. We will continue to involve the local assistance agencies and resource centers, as well as, owner's representatives. Going forward, we will make a sincere and aggressive effort toward DBE inclusion.

Although our team has made every effort to meet the total project goal of 19%, we recognize that we cannot meet the required goal. Therefore, we are formally requesting a DBE waiver. Currently, we have DBE Firm commitments of \$9,651,600 or 7.42%. We are proposing a DBE participation goal of 13.2% based on the anticipated DBE participation on the Construction portion (\$130,000,000) of the contract, in lieu of the 19% DBE participation goal required by the contract.

Sincerely,



William R. Phillips
Vice President
Parsons Construction Group Inc.
(864) 915-1551
william.phillips@parsons.com



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

REQUEST FOR DBE PARTIAL WAIVER

TO: Jamie L. Rhee
Chief Procurement Officer

FROM: Robert J. Stuart *RJA*
Assistant Procurement Officer

User Department: Chicago Department of Aviation (CDA)
Description: Request for Proposals (RFP) for Design-Build-Operate-Maintain Services for O'Hare ATS Expansion and Modernization
Contract Type: Blanket
Specification Number: 121778
Vendor: Parsons Construction Group, Inc.
Contract Amount: \$310,000,000.00
Waiver Amount: 13.5% DBE = \$41,850,000.00

COMPLIANCE WITH REQUIREMENT:

☒ PROVIDED TIMELY NOTICE TO AN APPROPRIATE ASSOCIATION
☒ MADE GOOD FAITH EFFORTS (SEE ATTACHED DOCUMENTATION OF GOOD FAITH EFFORTS)

REASON(S) PURSUANT TO ORDINANCE AND REGULATIONS FOR APPROVAL:

☒ SOLICITED APPROPRIATE NUMBER OF DBEs
☒ EXCESSIVELY COSTLY
☒ IMPRACTICABLE

Parsons Construction Group, Inc. ("Parsons") was the lone Proposer for the RFP for Design-Build-Operate-Maintain Services for O'Hare ATS Expansion and Modernization, for which proposals were received on June 19, 2014. Parsons is requesting a partial waiver of the DBE Contract Goal per the attached letter dated April 2, 2015. Parsons has provided extensive written documentation (three volumes included with their Proposal) of their due diligence to meet the 19% DBE goal. Prior to submitting their Proposal, Parsons contacted the various Assist Agencies and DBE subcontractors, in addition to conducting an Informational Outreach Meeting (which was publicly advertised) on April 24, 2014. Over 50% of the cost of the Contract is associated with the Vehicles and Control Systems Components. For this project, there isn't an installation scope for the Vehicles and Control Systems Components for which DBE subcontractors could be used. Also since the Vehicles and Control Systems Components are manufactured outside of the State of Illinois and this work is extremely specialized, using DBE-certified subcontractors is not feasible. Due to the aforementioned reasons, DBE participation is impractical and approval of a DBE partial waiver is requested.

☒ RECOMMEND:
☐ NOT RECOMMEND:

Monica Jimenez
Monica Jimenez
Deputy Procurement Officer

4/14/2015
Date

☒ APPROVE:
☐ DISAPPROVE:

Jamie L. Rhee
Jamie L. Rhee
Chief Procurement Officer

APR 14 2015
Date

**EXHIBIT 4 – ECONOMIC DISCLOSURE STATEMENT (“EDS”) AND AFFIDAVIT
AND APPENDIX A – EDS ONLINE INSTRUCTIONS**



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 67005

Date of This Filing: 03/26/2015 01:48 PM

Certificate Printed on: 03/26/2015

Original Filing Date: 03/24/2015 11:12 AM

Disclosing Party: Parsons Construction Group Inc. Title: Contracts Manager

Filed by: Mr. Abdullah Zeini

Matter: O'HARE ATS EXPANSION AND
MODERNIZATION

Applicant: Parsons Construction Group Inc.

Specification #: 121778

Contract #: 32130

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps1.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

4. ECONOMIC DISCLOSURE STATEMENT (“EDS”) AND AFFIDAVIT AND APPENDIX A – EDS ONLINE INSTRUCTIONS

INSTRUCTIONS FOR COMPLETING ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) ON-LINE

The Respondent shall complete an online EDS prior to the Response due date. At the discretion of the CDA, a Respondent who does not file an electronic EDS prior to the Response due date, may be found non-responsive and its Response rejected.

If you are unable to complete the online EDS and print a Certificate of Filing prior to the Response due date, the City will accept a paper EDS provided written justification is provided explaining the Respondent's good faith efforts to complete it before the Response due date and the reasons why it could not be completed.

4.1. ONLINE EDS FILING REQUIRED PRIOR TO BID OPENING

The Respondent must complete an online EDS prior to the bid opening date.

A Respondent that does not file an electronic EDS prior to the Response due date will be found non-responsive and its Response will be rejected unless a paper EDS and written justification is submitted with the Response as explained in the above paragraph).

4.2. ONLINE EDS WEB LINK

The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>.

4.3. ONLINE EDS NUMBER

Upon completion of the online EDS submission process, the Respondent will be provided an EDS number. Respondent should provide this number here:

EDS Number: _____

4.4. ONLINE EDS CERTIFICATION OF FILING

Upon completion of the online submission process, the Respondent will be able to print a hard copy Certificate of Filing. The Respondent should submit the signed Certificate of Filing with its bid. Please insert your Certification of Filing following this page.

A Respondent that does not include a signed Certificate of Filing with its bid must provide it upon the request of the Chief Procurement Officer.

Once you have completed the EDS, you will be prompted to enter your password and answer to your secret question. Together, these will serve as your electronic signature. Although you will also print and physically sign an EDS certification of filing as a notice that your EDS was filed, your EDS is complete as a legal document with only the electronic filing.

4.5. PREPARATION CHECKLIST FOR REGISTRATION

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

	1. Invitation number, if you were provided an invitation number.
	2. EDS document from previous years, if available.
	3. Email address to correspond with the Online EDS system.
	4. Company Information:
	a. Legal Name
	b. FEIN/SSN
	c. City of Chicago Vendor Number, if available.
	d. Address and phone number information that you would like to appear on your EDS documents.
	e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.

4.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online. Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

- _____ 1. Invitation number, if you were provided with an invitation number.
- _____ 2. Site address that is specific to this EDS.
- _____ 3. Contact that is responsible for this EDS.
- _____ 4. EDS document from previous years, if available.
- _____ 5. Ownership structure, and if applicable, owners' company information:
 - _____ a. % of ownership
 - _____ b. Legal Name
 - _____ c. FEIN/SSN
 - _____ d. City of Chicago Vendor Number, if available.
 - _____ e. Address

- _____ 6. List of directors, officers, titleholders, etc. (if applicable).
- _____ 7. For partnerships/LLC/LLP/Joint ventures, etc.:
 - _____ a. List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

- _____ 8. Contract related information (if applicable):
 - _____ a. City of Chicago contract package
 - _____ b. Cover page of City of Chicago bid/solicitation package
 - _____ c. If EDS is related to a mod, then cover page of your current contract with the City.
- _____ 9. List of subcontractors and retained parties:
 - _____ a. Name
 - _____ b. Address
 - _____ c. Fees – Estimated or paid

4.7. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?

A: The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

Q: How do I get help?

A: If there is a question mark on a page or next to a field, click on the question mark for help filling out the page or field. You may also consult the User Manual and the Training Videos available on the left menu.

Q: Why do I have to submit an EDS?

A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

Q: Who is the Applicant?

A: "Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

Q: Who is the Disclosing Party?

A: "Disclosing Party" means any entity or person submitting an EDS. This includes owners and parent companies.

Q: What is an entity or legal entity?

A: "Entity" or "Legal Entity" means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

Q: What is a person for purposes of the EDS?

A: "Person" means a human being.

Q: Who must submit an EDS?

A. An EDS must be submitted in any of the following three circumstances:

Applicants:	An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
Entities holding an interest:	Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
Controlling entities:	Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

Q: What information is needed to submit an EDS?

A: The information contained in the Preparation Checklist for EDS submission.

Q: I don't have a user ID & password. Can I still submit an Online EDS?

A: No. You must register and create a user ID and password before submitting an Online EDS.

Q: What information is needed to request a user ID & password for Online EDS?

A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?

A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

Q: I don't have an email address. How do I submit an Online EDS?

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as www.hotmail.com or www.yahoo.com or rmail.google.com to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.

Q: I forgot my user ID. Can I register again?

A: No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.

Q: Who is the EDS Captain?

A: The EDS Captain is a person who performs certain administrative functions for an organization which files an EDS. Each organization registered with the Online EDS has at least one EDS Captain. There may be co-captains, who are all equal. EDS Captains approve new users, change contact information for an organization, and de-active accounts of employees who have left the organization. Please see the User Manual for more information.

Q: Why do we need EDS Captains?

A: The Online EDS is designed to be a self-service web application which allows those doing or seeking to do business with the City to perform as many routine functions as possible without City intervention. Because many organizations have multiple staff filing an EDS, the EDS Captain role allows those organizations to self-manage the contact information and users.

Q: Who is the EDS team?

A: The EDS team for an organization is everyone who is registered to file an EDS on behalf of the organization.

Q: I forgot my password. What should I do?

A: To retrieve a temporary password, click the "Forgot your password?" link on the login page. Enter your user ID that you provided when you registered your account. The system will

automatically generate a temporary password and send it to you. When you log-in with your temporary password, you will be asked to create a new password.

Q: How do I complete an Online EDS?

A: Click on "Create New" after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.

Q: How do I fill out a Disclosure of Retained Parties?

A: There is no longer a separate Disclosure of Retained Parties filing. After logging in, click on "Create New". Answer (click) "Contract" to "Is this EDS for a contract or an EDS information update?" Click "Fill out EDS", and click on the "Retained Parties" tab. When finished, click on "Ready to Submit."

Q: How do I attach documents?

A: Attachments are discouraged. If at all possible, please provide a concise explanation in the space provided in the online form. Attachments with pages of officers are not acceptable. Names of officers must be typed into the system. If you must provide an attachment for another reason, please send it to your City of Chicago contact (contract administrator or negotiator for procurements) and they will attach it for you. Documents can be sent in PDF (preferred), Word, or paper format.

Q: Who can complete an Economic Disclosure Statement online?

A: Any authorized representative of your business with a user ID and password can complete your EDS online. One person, such as an assistant, can fill in the information and save it, and another person can review and electronically sign the Online EDS.

Q: What are the benefits of filing my Economic Disclosure statement electronically?

A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your bid package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.

Q: Will my information be secure?

A: Yes. When making your internet connection to our Web Server, you will connect through a Secure Socket Layer (SSL for short) to the "Online EDS" login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password, and secret question for user authentication, only you will have knowledge of this unique identification information.

Q: I am filing electronically. How do I sign my EDS?

A: Once you have completed the EDS, you will be prompted to enter your password and answer to your secret question. Together, these will serve as your electronic signature.

Although you will also print and physically sign an EDS certification of filing as a notice that your EDS was filed, your EDS is complete as a legal document with only the electronic filing.

Q: My address has changed. How can I update my information?

A: You must be an EDS Captain for your organization to update this. Log-in and click on "Vendor Admin, Site Administration." Select the appropriate site and click edit.

Q: I have more questions. How can I contact the Department of Procurement Services?

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

Q: Can I save a partially complete EDS?

A: Yes. Click "Save". To avoid data loss, we recommend you save your work periodically while filling out your EDS.

Q: Do I have to re-type my information each time I submit an EDS?

A: No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last filing. When you submit your new EDS, the information is saved and the one-year clock begins running anew.

Q: What are the system requirements to use the Online EDS?

A: The following are minimum requirements to use the Online EDS:

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at www.adobe.com/products/reader/
- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.
- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers, and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at <http://get.adobe.com/flashplayer>

The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

EXHIBIT 5 – INSURANCE, GUARANTEE AND BONDING REQUIREMENTS

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SECTION 1 – GENERAL INSURANCE, GUARANTEE AND BONDING REQUIREMENTS

GENERAL INSURANCE, GUARANTEE AND BONDING REQUIREMENTS

1. The insurance requirements for this project are as follows: The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from: the date of the notice to proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose. The insurance requirements are included in this Exhibit 5.
2. The Contractor will, within five (5) Calendar Days of receipt of written notice from the City, deliver to the Chief Procurement Officer, on the City's standard forms, (A) a Performance and Payment Bond in the amount of \$183,928,681.20 which amount includes 100% of the Contract construction value of \$129,898,116.00 and 30% of the value of the vehicles and systems equipment which amount is \$54,030,565.20 (30% of \$180,101,884.00). Such bond shall comply with the provisions of 30 ILCS 550/1 et seq., as amended, and of Chapter 2, Section 2-92-030 of the Municipal Code of Chicago, as amended. The surety or sureties issuing the bond must be acceptable to the City Comptroller and the bond must be in the form included in Exhibit 5, Insurance and Bonding Requirements. The surety or sureties for the bond must appear on the listing of sureties approved by the U.S. Department of Treasury in its Circular 570 and shall have a Best's Key Rating Guide of "B+", Class XI, or greater. The surety or sureties for the bond must have bonding capacity per Circular 570 equal to or in excess of the Contract Price without need for reinsurance. The bond shall be reduced as follows: (1) to \$165,017,983.38 when fifty percent (50%) of the required number of vehicles are delivered and accepted, (2) to \$146,107,285.56 when one hundred percent (100%) of the required number of vehicles are delivered and accepted, and (3) to zero percent (0%) of the original amount upon the one (1) year anniversary of Substantial Completion or upon Final Acceptance, whichever is later, at which time no further bond is required. Contractor may not change its surety without prior written consent of the CPO.
3. If at any time the surety or sureties, or any one of them, upon such bond become insolvent, or shall be in the opinion of the Chief Procurement Officer be unsatisfactory or unable to respond in damages in case of liability on such bond, the Chief Procurement Officer will notify the Contractor and direct that a satisfactory surety or sureties be provided forthwith.
4. No payment shall be made on account of Work done by the Contractor until satisfactory sureties have been provided as directed. In case of neglect, failure, or refusal of the Contractor to provide satisfactory sureties when so directed within five (5) days after such notification, the Chief Procurement Officer may declare this Contract forfeited, but such forfeiture shall not release the Contractor or its surety or sureties from any liability which may have accrued prior to, on or after the date of forfeiture. .

5. The bond shall be in the form provided herein, in the amount set forth in paragraph 2 above, and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work. The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature will not be accepted by the City. The City reserves the right to approve the surety company.
6. The Contractor agrees to obtain a guarantee, in the form included in Section 2 of this Exhibit 5, under which Bombardier Inc., as the guarantor, shall guarantee to the City, as beneficiary, the delivery of vehicles and system equipment for the Project. Such guarantee shall be effective from a date that is no later than the Notice to Proceed until Final Acceptance by the City of all the vehicles and system equipment covered by the guarantee.

SECTION 2 –INSURANCE, GUARANTEE AND BONDING FORMS

RJS

RIDER ATTACHED

CONTRACTOR'S PERFORMANCE & PAYMENT BOND

Know All Men by these Presents, That we,

PARSONS CONSTRUCTION GROUP
10 S. RIVERSIDE PLAZA, SUITE 400
CHICAGO, IL 60606

Principal, hereinafter referred to as Contractor, and **FIDELITY AND DEPOSIT COMPANY OF MARYLAND, ZURICH AMERICAN INSURANCE COMPANY** of the County of Cook and State of Illinois and **FEDERAL INSURANCE COMPANY** of the County of Passaic and State of New Jersey, Sureties, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of:

One Hundred Eighty-three Million, Nine Hundred Twenty-eight Thousand, Six Hundred Eighty-one and 20/100 (\$183,928,681.20)

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 8th day of **APRIL, 2015**.

The Condition of the Above Obligation is such, that whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing

Contract No. **32130** and Specification No. **121778** all in conformity with said contract, for,

Furnishing the City of Chicago, **DEPARTMENT OF AVIATION**, all labor, tools, material, and equipment required and necessary for the project known as:

OMP – DESIGN/BUILD SERVICES FOR O'HARE ATS EXPANSION AND MODERNIZATION

* The attached rider is incorporated herein by reference.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgments, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgment rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgments, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property; arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois; and any order of court based upon such decision, or judgment thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath; prima facie evidence of the execution and delivery of the original; provided, that nothing in thus bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within one hundred eighty (180) days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within ten (10) days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120-day period in which case action may be taken immediately following such final settlement, and provided, further that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does by waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

Approved: April 30 2019
James M. [Signature]
Chief Procurement Officer

PARSONS CONSTRUCTION GROUP

[Signature] (Seal)

By: Vice President
Angelle Roussel

Attest: Vice President
Richard M. Henderson

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND
ZURICH AMERICAN INSURANCE COMPANY**

By: 

B. Aleman, Attorney-in-Fact

FEDERAL INSURANCE COMPANY

By: 

B. Aleman, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles }

On April 10, 2015

Date

before me,

Helen Alarcon, Notary Public ,

Here Insert Name and Title of the Officer

personally appeared

Angelle Roussel ,

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Helen Alarcon

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles }

On April 13, 2015

Date

before me,

Helen Alarcon, Notary Public

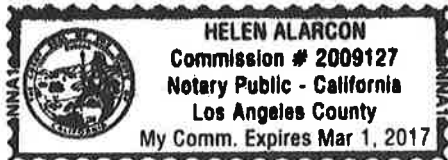
Here Insert Name and Title of the Officer

personally appeared

Richard M. Henderson

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Helen Alarcon

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

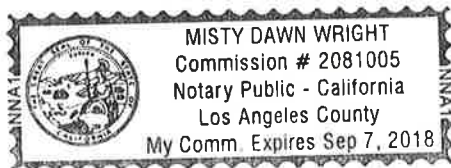
State of California

County of Los Angeles

On **APR 08 2015** before me, Misty Dawn Wright, Notary Public, personally appeared B. Aleman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature 
Misty Dawn Wright, Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On APR 08 2015 before me, Misty Dawn Wright, Notary Public, personally appeared B. Aleman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Misty Dawn Wright
Misty Dawn Wright, Notary Public

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **B. ALEMAN, of Los Angeles, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 10th day of May, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Eric D. Barnes

*Assistant Secretary
Eric D. Barnes*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

On this 10th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

*Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015*





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**


**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

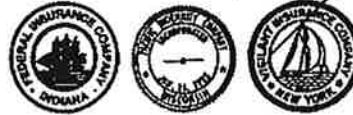
Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **B. Aleman, Tracy Aston, KD Conrad, Lisa Crail, Simone Gerhard, Kristine Mendez, Renato F. Reyes, Edward C. Spector and Misty Wright** of Los Angeles, California -----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **9th** day of **January, 2015**.


Dawn M. Chloros, Assistant Secretary


David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this **9th** day of **January, 2015** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2019


Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

APR 08 2015




Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS

LISTED ABOVE, OR BY Telephone (908) 903- 3493

Fax (908) 903- 3656

e-mail: surety@chubb.com

RIDER TO CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain contract with the City of Chicago ("City") bearing Contract No. 32130 and Specification No. 121778 ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.

PARENT COMPANY GUARANTEE

CORPORATE OFFICE

800 RENÉ-LÉVESQUE BLVD. WEST
MONTRÉAL, QUÉBEC CANADA H3B 1Y8
TEL 514-861-9481
FAX 514-861-2746
www.bombardier.com



PERFORMANCE GUARANTEE

THIS GUARANTEE is made on the 9th day of April, 2015.

BY: **BOMBARDIER INC.**, a corporation incorporated under the laws of Canada

(the "**Guarantor**")

IN FAVOUR OF: **CITY OF CHICAGO**, acting through the Department of Aviation, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois

(the "**Beneficiary**")

WHEREAS:

- A) The Guarantor is aware that Parsons Construction Group Inc. ("**Parsons**") has executed a design-build contract (the "**Master Contract**") with the Beneficiary in respect of Design-Build-Operate-Maintain (DBOM) services for the expansion and modernization of the O'Hare Airport Transit System (ATS) (the "**Project**").
- B) The Guarantor has been notified of the execution of a subcontract dated April 9, 2015 (the "**Subcontract**"), between Parsons and Bombardier Transportation (Holdings) USA Inc. (the "**Company**") whereunder the Company will perform its Scope of Work (as such term is defined in the Subcontract) (the "**Subcontracted Obligations**").
- C) The Beneficiary is an intended third-party beneficiary of the Subcontract.
- D) The Guarantor is aware that Parsons has provided to the Beneficiary a surety bond (the "**Parsons Surety Bond**") in connection with the Master Contract, which Parsons Surety Bond also covers a portion of the Subcontracted Obligations.
- E) The Guarantor is aware that the Company has provided to Parsons a surety bond (the "**Company Surety Bond**") in connection with the Subcontract, which Company Surety Bond covers an equivalent portion of the Subcontracted Obligations covered under the Parsons Surety Bond.

- F) The Guarantor, as ultimate parent of the Company, has agreed to guarantee directly to the Beneficiary in the manner hereinafter set forth the due performance by the Company of its Subcontracted Obligations.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. **Guarantee.** The Guarantor hereby unconditionally and irrevocably guarantees to the Beneficiary the performance of all the Subcontracted Obligations of the Company under or in respect of the Subcontract, provided, however, that the Guarantor's liability to the Beneficiary hereunder shall be limited to the Company's liability under the Subcontract, up to a maximum [REDACTED]
2. **Performance / Payment.** The Guarantor shall, within thirty (30) days after receiving "Notice" which shall consist of a demand from the Beneficiary along with the following statements described in (i) through (iii) below, which statements shall remain true and valid for as long as there is a claim outstanding under this Guarantee by the Beneficiary:
 - (i) A copy of Parsons' notice to the Company, in accordance with the terms of the Subcontract, that the Company is in default of its Subcontracted Obligations;
 - (ii) Parsons' written agreement that it will not make a claim against the Company and/or under the Company Surety Bond for nonperformance of the Subcontracted Obligations so long as, and to the extent that, the Guarantor is timely and properly performing such Subcontracted Obligations or making the required payments hereunder, in accordance with this Guarantee and so long as (a) neither the Beneficiary, the Company nor the Guarantor have commenced or do commence a claim against Parsons in connection with the same nonperformance, and (b) all applicable statutes of limitation are tolled to preserve the rights of the Beneficiary, Parsons and the Company in accordance with Section 12 of this Guarantee; and
 - (iii) The Beneficiary's written agreement that it will not make a claim against Parsons or the Parsons Surety Bond for nonperformance of that portion of the Master Contract comprised of the Subcontracted Obligations so long as, and to the extent that, the Guarantor is timely and properly performing such Subcontracted Obligations or making the required payments hereunder, in accordance with this Guarantee,

perform or cause to be performed the Company's Subcontracted Obligations or, at its option, reimburse the Beneficiary any loss, damage, costs and expenses suffered or incurred by the Beneficiary out of or in connection with the failure of the Company to perform the Subcontracted Obligations. Any such Notice shall be deemed a demand for payment or a demand for performance of obligations as at the end of such 30-day

period. Notwithstanding any other provision of this Guarantee, the Master Contract or the Subcontract, the Guarantor shall not be required to cause the performance of any Subcontracted Obligation or pay any loss, damages or costs hereunder except to the extent that the Company has defaulted in the performance of its Subcontracted Obligations under the terms of the Subcontract. The Beneficiary shall not be required to first proceed against Parsons or enforce any claims under the Parsons Surety Bond or any other security given by the Company or any other person before making a demand under and in accordance with the terms of this Guarantee. The Beneficiary understands and agrees that the Guarantor may, in the performance of the Company's obligations, engage the services of third parties who must meet or exceed industry standards.

Further, notwithstanding any other provision of this Guarantee, the Master Contract or the Subcontract, the Guarantor shall not be required to cause the performance of any Subcontracted Obligation or make any payment hereunder if Parsons is in default under the Subcontract for failure to make payments to the Company, but only if such default and non-payment by Parsons is not as a result of the Company's default under the Subcontract in accordance with the terms of the Subcontract.

3. **No Duplication.** The Beneficiary shall not be entitled to recover more than once in respect of the same default by the Company of its Subcontracted Obligations and there shall be no duplication of recovery by reason of there being the Parsons Surety Bond and the Company Surety Bond in addition to this Guarantee to secure the performance of all of the obligations of Parsons and the Company under or in respect of the Master Contract and the Subcontract.
4. **Guarantee of Company's Obligations Only.** The Beneficiary shall only be entitled to make a claim under this Guarantee in the event of the Company's default to perform its Subcontracted Obligations, in accordance with the terms of the Subcontract. For clarity, the Beneficiary shall not be entitled to make a claim under this Guarantee in the event of a default under the Master Contract unless such default is caused by the Company's failure to perform its Subcontracted Obligations and the Beneficiary shall only be able to claim hereunder to the extent of the Company's failure to perform its Subcontracted Obligations.
5. **Liability Absolute.** This Guarantee is absolute and shall not be affected by (i) any change to the corporate structure of the Company or the Guarantor, whether such change is due to a diminution of capacity, change of name or status, acquisition, amalgamation or otherwise, (ii) any lack or limitation of status or of power, incapacity or disability of the Company or of its directors, (iii) the Company not being a legal or suable entity, or (iv) any irregularity, defect or informality in the execution of the Subcontract.

Without in any way limiting or lessening the liability of the Guarantor hereunder, the Beneficiary may, provided that the Guarantor's ability under law to be subrogated in the rights of the Beneficiary is not affected by the following acts of the Beneficiary,

grant time, renewals, extensions or indulgences to Parsons or to the Company, directly or indirectly.

6. **Amendments.** Notwithstanding anything contained herein, in the Master Contract or in the Subcontract, no amendment or other modification of the Master Contract or the Subcontract which increases the Guarantor's performance obligations to the Beneficiary hereunder shall be effective as against the Guarantor without the prior written consent of the Guarantor.
7. **Successors and Assigns.** This Guarantee shall inure to the benefit of and be binding upon the respective successors and assigns of the Beneficiary and the Guarantor.
8. **Partial Invalidity.** Should any provision of this Guarantee be unenforceable or invalid, the other provisions hereof shall remain in force.
9. **Notices.** Any account, demand, consent, record, election or notice required or permitted to be given under this Guarantee shall be in writing and sent by first class letter or telecopy or Email addressed as follows:

If to the Beneficiary to:

City of Chicago
Department of Aviation
10510 W. Zemke Road
Chicago, Illinois 60666

Attention: Commissioner

With a copy to:

City of Chicago
Department of Procurement Services
City Hall
121 N. LaSalle Street, Room 806
Chicago, Illinois 60602

Attention: Chief Procurement Officer

With a copy to:

City of Chicago
Law Department
City Hall
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602

Attention: Deputy Corporation Counsel
Aviation, Environmental, Regulatory and Contracts
Division
Facsimile: 312-744-5185

If to the Guarantor to:

Bombardier Inc.
800 René-Lévesque Boulevard West
Montreal, Quebec, Canada
H3B 1Y8

Attention: Corporate Legal Affairs Department
Email: corporatelegalaffairs@bombardier.com
Facsimile: 514-861-2746

If to Parsons:

Parsons Construction Group Inc.
1499 W. 120th Ave.
Westminster, CO 80234

Attention: President
Email: garry.higdem@parsons.com
Facsimile: 303-566-1141

If to the Company:

Bombardier Transportation (Holdings) USA, Inc.
1501 Lebanon Church Road
Pittsburgh, PA 15236

Attention: Vice President, Contracts & Legal Affairs
Facsimile: 412.655.5566

or in each case to such other person or address or addresses as the party entitled to receive the same may notify in writing to the other party. All notices by facsimile or Email shall also be sent by post on the day of sending. Notices shall be deemed given when received.

10. **Termination.** This Guarantee shall terminate (i) on final acceptance by the Beneficiary of all the vehicles covered by this Guarantee or on the one year anniversary of Substantial Completion of the Project under the Master Contract, whichever is later, or (ii) upon termination of the Master Contract or the Subcontract for any reason other than one arising from Company's default in respect of the Subcontracted Obligations. Upon termination of this Guarantee, the Beneficiary shall be obliged to return the original thereof immediately to the Guarantor.

11. **Governing Law.** This Guarantee and any claim, controversy or dispute arising under or related to this Guarantee shall be governed, construed and enforced in all respects in accordance with the laws of the State of Illinois, U.S.A, without regard to any conflicts of law rules. Each of the parties hereto hereby irrevocably consents to and agrees that any action, suit or proceeding with respect to any matter under or relating in any way to this Guarantee shall be brought in the courts of such jurisdiction and each of the parties hereby irrevocably accepts and submits, for itself and in respect of its properties, to the non-exclusive jurisdiction of such courts in personam, generally and unconditionally, with respect to such action, suit or proceeding and parties hereby waive any objection that such court is an inconvenient forum or that the venue of the action, suit or proceeding is improperly provided. **THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED ON OR ARISING OUT OF THIS GUARANTEE AND ANY DEALINGS BETWEEN THEM RELATING TO THIS GUARANTEE. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATION TO THIS GUARANTEE. IN THE EVENT OF LITIGATION, THIS GUARANTEE MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

12. **Tolling of Limitations Period.**

- (a) The parties hereto agree that the running of time for purposes of any and all statutes of limitation, statutes of repose, and other defenses based on the passage of time, including, without limitation, laches, estoppel, and waiver, whether in equity, under law, any agreement, or otherwise (the "Time Based Defenses") that may be applicable to any and all claims by any of the parties hereto against any other party hereto, relating to the Subcontracted Obligations, shall be stayed and tolled from the date the Notice is delivered pursuant to Section 2 of this Guarantee (the "Tolling Start Date") to ninety (90) days after the Beneficiary notifies the Guarantor that the Guarantor is not properly performing the Subcontracted Obligations or making the required payments in accordance with this Guarantee (the "Tolling End Date," and the time from the Tolling Start Date to the Tolling End Date being the "Tolling Period"). The parties hereto agree not to ever assert any Time Based Defenses against each other or the Company based on the time during the Tolling Period.


- (b) During the Tolling Period, the parties hereto and the Company (i) shall not commence or institute any legal actions, including litigation, arbitration or any other legal proceedings of any kind whatsoever, in law or equity, or assert any claim, demand, action or cause of action relating to the Subcontracted Obligations; and (ii) shall meet and confer in Chicago, Illinois or by teleconference in an effort to negotiate a resolution to their disputes. This subparagraph shall not affect any party's ability to defend or litigate any action brought by an entity not a party to this Guarantee.


13. **Counterparts and Electronic Transmission.** This Guarantee may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and either of the parties hereto may execute this Guarantee by signing any such counterpart. Delivery of an executed signature page by any party to this Guarantee by electronic transmission will be as effective as delivery of a manually executed copy of the Guarantee by such party.

[signature page follows]

SIGNED on the day and year first above written.

BOMBARDIER INC.
as the Guarantor

Per: 
Chantal Robitaille
Senior Director, Legal Services
and Assistant Secretary

Per: 
Pierre Alary
Senior Vice President and
Chief Financial Officer

BOMBARDIER TRANSPORTATION (HOLDINGS) U.S.A. INC.
as the Company

Per: _____

Per: _____

CITY OF CHICAGO, Department of Aviation
as the Beneficiary

Per: _____

Per: _____

PARSONS CONSTRUCTION GROUP INC.
as Parsons

Per: _____

Per: _____

SIGNED on the day and year first above written.

BOMBARDIER INC.
as the Guarantor

Per: _____

Per: _____

BOMBARDIER TRANSPORTATION (HOLDINGS) U.S.A. INC.
as the Company

Per:



Per:



CITY OF CHICAGO, Department of Aviation
as the Beneficiary

Per: _____

Per: _____

PARSONS CONSTRUCTION GROUP INC.
as Parsons

Per: _____

Per: _____

SIGNED on the day and year first above written.

BOMBARDIER INC.
as the Guarantor

Per: _____

Per: _____

BOMBARDIER TRANSPORTATION (HOLDINGS) U.S.A., INC.
as the Company

Per: _____

Per: _____

CITY OF CHICAGO, Department of Aviation
as the Beneficiary

Per: Michael Bl

Per: _____

PARSONS CONSTRUCTION GROUP INC.
as Parsons

Per: _____

Per: _____

SIGNED on the day and year first above written.

BOMBARDIER INC.
as the Guarantor

Per: _____

Per: _____

BOMBARDIER TRANSPORTATION (HOLDINGS) U.S.A. INC.
as the Company

Per: _____

Per: _____

CITY OF CHICAGO, Department of Aviation
as the Beneficiary

Per: _____

Per: _____

PARSONS CONSTRUCTION GROUP INC.
as Parsons

Per: _____

Per: _____



CERTIFIED COPY OF A RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS OF BOMBARDIER INC. AT ITS MEETING HELD ON FEBRUARY 11, 2015

LEGAL DOCUMENTS EXECUTION RESOLUTION

WHEREAS on October 29, 2014, the Board of Directors of Bombardier Inc. (the "Corporation") adopted a resolution relating to the execution of legal documents;

WHEREAS it is deemed appropriate to replace, effective as at February 13, 2015, said resolution adopted by the Board of Directors of the Corporation on October 29, 2014.

Upon motion duly made and seconded, **it was unanimously resolved:**

1. **THAT** the resolution mentioned in the preamble of this resolution and any other resolutions on the same matter adopted prior to that one, be, and they are, hereby, replaced, effective as at February 13, 2015, by the following resolution without prejudice to the validity of any contract or other document entered into by the Corporation under the authority of said prior resolutions.
2. **THAT** any contract, agreement, deed, writing or other document of a legal nature involving the Corporation, including, without limiting the generality of the foregoing, (i) any guarantees that the Corporation, in the ordinary course of its operating activities, is called upon to give to customers or third parties or (ii) any contracts, documents and/or commitments of a legal nature that are required from the Corporation when, in the ordinary course of its operating activities, it is called upon to contract loans, give security or guarantees or provide keepwell or comfort letters or (iii) any contracts, documents and/or commitments of a legal nature that are required from the Corporation when, in the ordinary course of its operating activities, it is called upon to enter into financial and capital leases, lease financing arrangements and other similar transactions or (iv) any contracts, documents and/or commitments of a legal nature that are required from the Corporation when, in the ordinary course of its operating activities, it is called upon to enter into securitization, factoring, sale with a redemption option and other similar transactions and to provide certain undertakings or guarantees in connection with such transactions, ("Legal Documents") may be signed by the following persons:
 - (a) any two of the following persons from the Corporate Office of the Corporation, namely, the Executive Chairman of the Board, the President and Chief Executive Officer, a Vice Chairman, a Senior Vice President, a Vice President, the Corporate Secretary, the Assistant Secretary, a Senior Director or Director; or
 - (b) in the case of a purchase order, any person mentioned in paragraph 2(a) above, acting alone,

it being understood that a Director cannot sign a Legal Document (including a purchase order) the value of which exceeds USD 250,000.

3. **THAT** any two of the following officers from the Corporate Office of the Corporation, namely, the Executive Chairman of the Board, the President and Chief Executive Officer, a Vice Chairman, a Senior Vice President, a Vice President, the Corporate Secretary or the Assistant Secretary, be, and they are, hereby, authorized to delegate, in writing, in whole or in part, any of the authority and powers provided for in this resolution to any person as they may deem appropriate.
4. **THAT** the Corporate Secretary or the Assistant Secretary be, and he is, hereby, authorized to provide, upon request, certified true copies of this resolution and of any delegation of authority and powers authorized pursuant to paragraph 3 of this resolution.

I hereby certify that I am the Senior Director, Legal Services and Assistant Secretary of Bombardier Inc. and that the text above is a true copy of the resolution duly adopted by the Board of Directors of Bombardier Inc. at its meeting duly held on February 11, 2015, and that the said resolution is still in full force and effect.

Montreal, Québec, this 24th day of April 2015



Chantal Robitaille
Senior Director, Legal Services
and Assistant Secretary

BOMBARDIER TRANSPORTATION (HOLDINGS) USA INC.

Secretary's Certificate

I, Johnetta Falk, hereby certify that I am the Secretary of Bombardier Transportation (Holdings) USA Inc. and that the attached Board Resolution is a true and correct copy of a resolution duly adopted by the Board of Directors of Bombardier Transportation (Holdings) USA Inc. on November 10, 2014 and that said resolution is still in full force and effect.

SIGNED and SEALED this 29th day of April, 2015.


Johnetta Falk

Secretary



BOMBARDIER TRANSPORTATION (HOLDINGS) USA INC.

**Written Consent in Lieu of
Meeting of the Board of Directors**

THE UNDERSIGNED, being all of the Directors of Bombardier Transportation (Holdings) USA Inc., a corporation organized under the laws of Delaware (the "Corporation"), **DO HEREBY CONSENT**, pursuant to Section 141 (f) of the Delaware General Corporation Law, to the adoption of the following resolutions:

I) Removal of Daniel G. Verschage as Vice President of the Corporation

IT IS HEREBY RESOLVED that Daniel G. Verschage, be and he is, hereby removed without cause as Vice President of the Corporation with effect as of January 27th, 2014.

II) Removal of Alain Aumais as President of the Corporation

IT IS HEREBY RESOLVED that Alain Aumais be and he is, hereby removed without cause As President of the Corporation with effect as of November 10th, 2014.

III) Removal of B. Jill Hampton as Vice President, Contracts and Assistant Secretary

IT IS HEREBY RESOLVED that B. Jill Hampton be and she is, hereby removed without case as Vice President, Contracts and Assistant Secretary of the Corporation with effect as of November 10th, 2014.

IV) Removal of John. M. Bigley as Treasurer of the Corporation

IT IS HEREBY RESOLVED that John M. Bigley be and he is, hereby removed without cause as Treasurer of the Corporation with effect as of November 10th, 2014.

V) Appointment of B. Jill Hampton as President of the Corporation

IT IS HEREBY RESOLVED that B. Jill Hampton be and she is, hereby appointed as President of the Corporation, to serve until when her successor is appointed and qualified or until her earlier resignation, removal from office or death, such appointment to be effective as of November 10th, 2014.

VI) Appointment of Alain Aumais as Vice President of the Corporation

IT IS HEREBY RESOLVED that Alain Aumais be and he is, hereby appointed as Vice President of the Corporation, to serve until when his successor is appointed and qualified or until his earlier resignation, removal from office or death, such appointment to be effective as of November 10th, 2014.

VII) Appointment of Jennifer A. Callery as Vice President, Contracts and Assistant Secretary of the Corporation

IT IS HEREBY RESOLVED that Jennifer A. Callery be and she is, hereby appointed as Vice President, Contracts and Assistant Secretary of the Corporation, to serve until when her successor is appointed and qualified or until her earlier resignation, removal from office or death, such appointment to be effective as of November 10th, 2014

VIII) Appointment of Daniel C. Gray as Treasurer of the Corporation

IT IS HEREBY RESOLVED that Daniel C. Gray be and he is, hereby appointed as Treasurer of the Corporation, to serve until when his successor is appointed and qualified or until his earlier resignation, Removal from office or death, such appointment to be effective as of November 10th, 2014.


AND FURTHER RESOLVED that the following persons are all of the Officers of the Corporation as of November 10th, 2014.

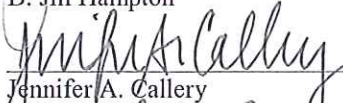
President
Vice President, Contracts and Assistant Secretary
Vice President
Vice President
General Manager
Treasurer
Secretary
Systems Engineering Manager
General Manager

B. Jill Hampton
Jennifer A. Callery
Alain Aumais
Antal T. Jost
Matthew A. Gardner
Daniel C. Gray
Johnetta L. Falk
Douglas V. Heitzenrater
Rajendra K. Jadhav

This consent may be executed in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same document, and all signatures need not appear on any one counterpart.

IN WITNESS WHEREOF, the undersigned have executed this Written Consent as of November 10, 2014.


B. Jill Hampton


Jennifer A. Callery


Daniel C. Gray

SUBCONTRACT AGREEMENT

IN CONNECTION WITH THE

CHICAGO O'HARE AIRPORT

ATS EXPANSION AND MODERNIZATION PROJECT

April THIS SUBCONTRACT AGREEMENT ("Agreement") is made this *9th* day of *April*, 2015, by and between, Parsons Construction Group Inc. (hereinafter "Contractor"), a company organized in accordance with the laws of the State of Delaware, with offices located at 1499 W. 120th Ave., Westminster, CO 80234, and Bombardier Transportation (Holdings) USA Inc. (hereinafter "Subcontractor"), a company organized in accordance with the laws of the State of Delaware, with offices located at 1501 Lebanon Church Rd., Pittsburgh, PA 15236. (Contractor and Subcontractor may be individually referred to herein as a "Party", and collectively as the "Parties").

WHEREAS the City of Chicago through its Department of Aviation ("Owner") has issued a Request for Proposals for the O'Hare ATS Expansion and Modernization Project ("Project"), Specification No.: 121778, Project No.: OH.5173.200.200.50 ("RFP");

WHEREAS the RFP states that the Project will be awarded in two (2) separate contracts consisting of (i) a "Design-Build Contract"; and (ii) an "Operations and Maintenance ('O&M') Agreement", as such terms are defined in the RFP;

WHEREAS, Contractor has submitted a Preliminary Proposal to the Owner, and is currently in discussions with the Owner to submit a "Final Proposal" to enter into and carry out the Design-Build Contract (the "Proposal");

WHEREAS, Contractor and Subcontractor have agreed to work cooperatively on preparing a portion of the Proposal in connection with the Design-Build Services, and have entered into that certain Memorandum of Understanding dated March 12, 2014 ("MOU") in order to memorialize their intent;

WHEREAS, Contractor and Subcontractor subsequently negotiated and entered into a Heads of Terms Agreement on June 18, 2014 ("Heads of Terms");

WHEREAS, pursuant to the Heads of Terms, the Parties desire to enter into this definitive Agreement to set out the Parties' rights, duties, and obligations with respect to each other in connection with the Scope of Work;

NOW, THEREFORE, Contractor and Subcontractor, in consideration of the following mutual covenants and obligations, hereby agree as follows:

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SECTION 1 - THE CONTRACT

1.1 CONTRACT DOCUMENTS. The contract documents governing the rights, duties and obligations of the Parties with respect to the subject matter of this Agreement consist of the following: (1) the body of this Agreement; (2) the "Design Build Contract" between Owner and Contractor for the Design Build Services (the "Prime Contract"), including all exhibits, annexes, schedules and other contract documents included and incorporated therein; (3) all plans, specifications, schedules of work, and drawings for the Project provided by Owner and/or Contractor; (4) Exhibits "A" through Exhibit "H" to this Agreement; and (5) all written change orders that may be issued under this Agreement and, to the extent applicable to the Scope of Work, the Prime Contract, all in accordance with the applicable provisions of the Prime Contract and/or this Agreement, respectively. Together these documents constitute the entire understanding between the Parties, and are hereinafter collectively referred to as the "Agreement."

1.2 FLOW DOWN OF THE PRIME CONTRACT RELATED OBLIGATIONS. Subcontractor warrants and represents that it has read and understands all of the RFP documents as well as the Prime Contract and all contract documents included and incorporated therein. Except as otherwise state herein, Subcontractor agrees to be bound by, and shall assume toward Contractor, all of the obligations and responsibilities that the Contractor assumes toward Owner under the Prime Contract insofar as they are applicable to this Agreement. Subcontractor further warrants and represents that it is technically and financially capable of performing its obligations arising under the Agreement. Subcontractor assumes and shall perform as part of its obligations under this Agreement all the obligations, liabilities and risks relating to the Scope of Work imposed upon the Contractor under the Prime Contract, except as explicitly provided otherwise in this Agreement.

1.3 PRINCIPLES OF CONTRACT CONSTRUCTION AND INTERPRETATION.

1.3.1 Interpretation and Construction. The several contract documents comprising the Agreement, whenever possible, shall be construed and interpreted in a consistent and harmonious manner. If there are conflicting or contradicting provisions amongst the terms of the Agreement, then the terms of the body of this Agreement shall take precedence and govern the relationship between Contractor and Subcontractor. This Agreement shall not be construed more strongly against either Party on the basis that a Party was the initial drafter of such language. Each Party has cooperated in the drafting, negotiation and preparation of this Agreement. Each Party has had the opportunity to consult with legal counsel of their choice in relation to this Agreement.

1.3.2 Inconsistencies and Omissions. If errors, inconsistencies, or omissions appear in the Prime Contract, the Subcontractor shall comply with the most stringent requirement (including but not limited to the higher quality requirement, if applicable). The Parties agree to notify each other of any errors, inconsistencies, or omissions consistent with the periods identified in the Prime Contract, of a Party's discovery of an error, inconsistency, or omission. Any work done after such discovery, unless authorized by the Contractor, will be done at the Subcontractor's risk and expense. Upon receipt of any such notice from Subcontractor,

Contractor shall, within a reasonable period of time, instruct Subcontractor as to the measures to be taken in connection with any such error, inconsistency or omission. In any case, Subcontractor shall be bound to Owner's interpretation of the Prime Contract, including, without limitation, the drawings, plans, and specifications as provided under the Prime Contract.

1.4 DEFINED TERMS. Capitalized terms not otherwise defined in this Agreement shall be as defined in the Prime Contract. The following terms when used in this Agreement (or in the Schedules and Exhibits to this Agreement) with initial letters capitalized have the meanings set forth below:

- 1.4.1 "Agreement" shall have the meaning given to such term in the Preamble.
- 1.4.2 "Claim Recovery" shall have the meaning given to such term in Section 8.2.2.
- 1.4.3 "Contract Price" shall have the meaning given to such term in Section 5.1.
- 1.4.4 "Contract Time" shall have the meaning given to such term in Section 6.1.3.
- 1.4.5 "Contractor" shall have the meaning given to such term in the Preamble.
- 1.4.6 "Distressed Surety" shall have the meaning given to such term in Section 9.2.1.4.
- 1.4.7 "Design-Build Services" shall have the meaning given to such term in the Prime Contract.
- 1.4.8 "Effective Date" shall have the meaning given to such term in Section 2.1.
- 1.4.9 "Owner" shall have the meaning given to such term in the Recitals.
- 1.4.10 "Owner's Determination" shall have the meaning given to such term in Section 8.2.2.
- 1.4.11 "Parties" shall have the meaning given to such term in the Recitals.
- 1.4.12 "Party" shall have the meaning given to such term in the Recitals.
- 1.4.13 "Parallel Claim" shall have the meaning given to such term in Section 8.2.2.
- 1.4.14 "Parallel Issue" shall have the meaning given to such term in Section 8.2.1.
- 1.4.15 "Preliminary Schedule" shall mean that certain schedule of activities and deliverables attached as Exhibit A.
- 1.4.16 "Prime Contract" shall have the meaning given to such term in Section 1.1.
- 1.4.17 "Project" shall have the meaning given to such term in the Recitals.
- 1.4.18 "Project Master Schedule" is the Project schedule governing the Project as agreed to by the Subcontractor, Contractor, and Owner (which shall incorporate Subcontractors schedule of activities for the Scope of Services).
- 1.4.19 "Proposal" shall have the meaning given to such term in the Recitals.
- 1.4.20 "Proposal Schedule" shall have the meaning given to such term in Section 2.1.4.6.
- 1.4.21 "RFP" shall have the meaning given to such term in the Recitals.
- 1.4.22 "Schedule of Work" shall mean the Preliminary Schedule as superseded by the Project Master Schedule that is agreed to by the Subcontractor, Contractor, and Owner.
- 1.4.23 "Scope of Work" or "Work" shall have the meaning given to such term in Section 3.
- 1.4.24 "Scope Price" shall have the meaning given to such term in Section 2.1.4.6.
- 1.4.25 "Subcontractor" shall have the meaning given to such term in the Preamble.
- 1.4.26 "Subcontractor's Price Breakdown" shall have the meaning given to such term in Section 2.1.4.6.
- 1.4.27 "Scope of Work" shall have the meaning given to such term in Section 3.1.

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SECTION 2 – EFFECTIVE DATE AND PRELIMINARY SCHEDULE

2.1 EFFECTIVE DATE AND COMMENCEMENT. Upon execution of this Agreement by both Parties it shall only become effective if, and when, the Owner enters into the Prime Contract with the Contractor (“Effective Date”) and Subcontractor shall not commence activities until such time as Contractor issues Subcontractor a separate written notice to proceed (“NTP”) to the Subcontractor.

2.2 PRELIMINARY SCHEDULE. Upon execution of the Prime Contract by Contractor and Owner, Subcontractor shall be bound by the Preliminary Schedule, a copy of which is attached hereto as Exhibit “A” until such time as it is superseded by the Project Master Schedule agreed to by the Subcontractor, Contractor, and Owner (which is anticipated after execution of the Prime Contract). The Parties agree that upon Owner’s approval of the Project Master Schedule, which shall be mutually agreed after execution of the Prime Contract, the Project Master Schedule will become the Schedule of Work discussed in Section 6.1 of this Agreement.

SECTION 3 - THE SCOPE OF WORK

3.1 SUBCONTRACTOR’S SCOPE OF WORK GENERALLY. The Subcontractor’s scope of work identified below is referred to as (“Work” or “Scope of Work”):

(a) Subcontractor shall perform, furnish, deliver, install, and pay for all labor, materials, equipment, tools, skills, services, work, and resources necessary or incidental for the full performance of scope of work and services as specified generally in Exhibit “B” to this Agreement.

(b) Subcontractor shall furnish, by properly licensed and qualified design professionals, and pay for all professional, architectural, and engineering services necessary or incidental to the full performance of its Scope of Work.

3.2 SUBCONTRACTOR’S SCOPE OF WORK.

3.2.1 Compliance With Owner’s Requirements. In performing the Scope of Work, Subcontractor shall thoroughly review Owner’s RFP and all documents included therein, and shall develop a design that complies with the RFP, this Agreement), and all applicable rules, regulations, and codes in effect.

3.2.2 Inspection and Approval of Scope of Work. Subject to Section 4.13 of this Agreement, Subcontractor’s Scope of Work shall be subject to Contractor’s and Owner’s inspection and oversight. Contractor’s and/or Owner’s inspection and Owner’s approval shall not relieve Subcontractor of its obligations under this Agreement. Subcontractor shall provide Contractor and Owner access to Subcontractor’s facilities for inspection of the Scope of Work during normal business hours, upon reasonable request in advance in writing.

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3.2.3 Cooperation During Design Phase. During the time period when Subcontractor is performing its Scope of Work, Subcontractor shall cooperate with Contractor by providing Contractor with all of the information and data regarding Subcontractor's Scope of Work that Contractor needs for Contractor's work, including lists of quantities as soon as practicable.

3.3 CHANGES IN THE SCOPE OF WORK.

3.3.1 Contractor may order any changes in the Scope of Work, drawings, or plans and specifications to the extent they do not adversely impact safety. If Subcontractor believes that any proposed change adversely impacts safety, Subcontractor shall be required to demonstrate to Contractor, in reasonable detail, how the change adversely impacts safety. The Subcontractor's performance in connection with such an order shall be in compliance with the terms and conditions of this Agreement. This Section 3.3.1 shall apply to all provisions in Section 3.3 of this Agreement.

3.3.2 Subject to the terms of Section 8 hereof, any Owner or Contractor directed changes to Subcontractor's Scope of Work shall entitle Subcontractor to changes in its price and/or schedule to the extent such changes directly impact Subcontractor's cost or time of performance as allowable under the Prime Contract; provided, however, that in the event of an Owner directed change, Subcontractor shall only receive price and/or schedule relief to the extent Contractor first receives commensurate price and/or schedule relief from Owner under the Prime Contract. If Owner directs Contractor to change its scope of work under the Prime Contract that impacts Subcontractor's Scope of Work, then Contractor shall issue consistent changes to Subcontractor in a timely manner. No alteration, addition, omission, or change shall be made in the Scope of Work until the Contractor's issuance of a written change order directive or execution of a change order. No work performed by Subcontractor outside the Scope of Work will be recognized or paid for unless the work is included within a written change order.

3.3.3. Any adjustment in the Contract Price for changes in the Scope of Work shall be made in accordance with the Prime Contract at General Provisions at Exhibit 6 Article X.C, except as otherwise stated in this paragraph. For changes made pursuant to Article X.C.2, Subcontractor shall be entitled to a mark-up of 15% on material costs pursuant to Exhibit 6, Article X.C.2.c, provided that the Owner also approves full administrative markups as outlined in Exhibit 6, Article X.C.2.f to Contractor. Subcontractor acknowledges that it will not be compensated for increase in bond costs and administrative costs as identified in X.C.2 and X.C.3.

3.3.4 Disputes between the Parties arising from the price, schedule or terms and conditions of a change order shall be subject to the dispute resolution provisions of this Agreement. Notwithstanding the foregoing, Subcontractor shall be required to proceed with any Owner or Contractor directed changes to Subcontractor's work during any dispute resolution process.

SECTION 4 –SUBCONTRACTOR PERFORMANCE OF WORK

4.1 PERFORMANCE STANDARDS. The Scope of Work shall be performed in accordance with the provisions of this Agreement. Subcontractor warrants that all Scope of Work shall be provided and performed with such care, skill, expertise, and diligence as is normally provided by like professionals in similar circumstances. If Subcontractor fails to meet such standards, Subcontractor shall promptly remedy or correct such deficient Scope of Work at its own cost and expense and shall take such other action as may be required by Contractor so that the Scope of Work complies with the terms of this Agreement.

4.2 COMMUNICATIONS WITH OWNER. All written communications between Subcontractor and Owner shall pass through Contractor unless Contractor expressly authorizes otherwise in writing. Verbal communications between Subcontractor and Owner shall whenever reasonably practicable include Contractor.

4.3 DOCUMENT REVIEW. The Parties are responsible for reviewing the aspects of the Owner's design criteria and the Proposal relating to their particular scopes of work to enhance constructability and reduce the construction costs of the final design. The Parties' review should consider, without limitation, technical, cost, and schedule considerations together with recommendations for implementation.

4.4 ERRORS, AMBIGUITIES OR OMISSIONS. Before the Subcontractor begins the Work, the Subcontractor must check the Owner's plans and specifications. If any errors, discrepancies or omissions are found in these plans and specifications or any discrepancy found between the Contract Drawings and the physical conditions at the site or in any subsequent drawings that may be provided thereafter, the Subcontractor must notify the Contractor, in writing, immediately and Contractor shall immediately notify the Owner as required in the Prime Contract. Any Work done after such discovery, unless authorized by the Owner, will be done at the Subcontractor's risk and expense. The Subcontract will not be allowed to take advantage of any error, omission, or discrepancy in this Agreement or the Prime Contract.

4.5 INFORMATION. Subcontractor shall periodically provide Contractor with information regarding its Scope of Work including, without limitation, design criteria, technical information, specifications, loads, and information regarding the operating system, that is reasonably required by Contractor for the performance of Contractor's work. In connection with such obligation, Subcontractor shall provide Contractor in a timely manner with all information and reports that are necessary for Contractor to perform its information and reporting obligations to the Owner under the Prime Contract.

4.6 INFORMATION PROVIDED BY THE CITY. Surveys, soil borings, geotechnical information, data, or plans generally describing the unimproved land or existing structures at the site may be provided to the Subcontractor from the Owner. Such information is not warranted to be accurate. The Subcontractor will not be entitled to rely on it. When such information is provided by the Owner and it appears to be prepared by the architect/engineer, the Subcontractor acknowledges that architect/engineer and Owner have not verified such information. Site plans prepared by the architect/engineer are based on surveys performed by

consultants that have not been verified by the Owner and the architect/engineer. Site plans do not constitute any representation by the architect/engineer and Owner of site boundaries or characteristics.

To the extent that the Subcontractor discovers such information provided was based upon inaccurate surveys, soil borings, and/or geotechnical information ("Site Surveys") prepared for the Owner by third party consultants and Subcontractor suffers damages or delays as a result, Subcontractor shall provide the Owner, through the Contractor, the amount of loss suffered due to reliance on the inaccurate Site Survey. In the event the Owner obtains recovery against its third party consultant that prepared the inaccurate Site Survey or other data, the Owner will compensate Contractor for its loss as a result of such inaccurate data. The compensation to Subcontractor under this section shall be limited to the amount the Contractor recovers from the Owner on the Owner's claims against Owner's third party consultant who prepared the inaccurate Site Survey minus any costs the Owner may incur in connection with making the claim against the third party consultant, not to exceed the amount of the loss suffered by Subcontractor due to reliance on the Site Survey.

4.7 PROVISION OF NECESSARY DOCUMENTS. On either Party's reasonable written request, the other Party shall, with reasonable promptness, provide written or graphic interpretations of the drawings or other construction documents necessary for the proper execution or progress of the Party's scope of work.

4.8 REVIEW AND RECHECK. The Subcontractor shall review and recheck its drawings to assure field changes do not adversely affect the design intent.

4.9 OWNER'S REVIEW. Subcontractor shall satisfy all obligations and provide Owner with all access necessary for Owner's review of design work required by the Prime Contract.

4.10 DRAWINGS. In connection with its Scope of Work, Subcontractor shall maintain and manage drawings, specifications, and modifications thereto in good order in accordance with and as required by the Prime Contract and marked currently to record all changes made in Subcontractor's performance of its Scope of Work. All changes shall be clearly identified by encircling the changed area of the drawing and providing notes as required. Subcontractor shall prepare a complete set of "as-built" record drawings, plans, and specifications for its Scope of Work. Subcontractor shall also provide documentation showing that its Scope of Work is built according to the "as-built" record drawings, plans, and specifications. Subcontractor's "as-built" drawings, plans, and specifications shall satisfy all requirements of this Agreement. All record drawings, plans, and specifications shall be signed and sealed as required by the Prime Contract.

4.11 COMMUNICATIONS.

4.11.1 Authorized Representatives. Each Party shall designate one or more persons who shall be the Party's authorized representative(s) (a) on-site and (b) off-site.

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4.11.2 Communications With a Party's Employees and Sub-tiers. Neither Party shall communicate with the other Party's subcontractors or suppliers without the other Party's consent unless otherwise provided by this Agreement, or when such communication is reasonably necessary to protect the safety, health, or welfare of people or property.

4.12 SHARING INFORMATION. Each Party shall furnish to the other Party the information that is reasonably necessary for the other Party to perform its work including, without limitation, the Party's design calculations, design assumptions, design criteria, technical information, specifications, loads, information received from Owner regarding the design, execution, or performance of the work, and information necessary for the Party to interface its work with the other Party's work or the work of others.

4.13 INSPECTION AND ACCEPTANCE.

4.13.1 Subcontractor shall determine and comply with all of the inspection procedures, acceptance procedures, submittal requirements, and inspection and acceptance documentation required by this Agreement and the Prime Contract, including, without limitation, the inspection, testing, verification, and acceptance provisions and requirements. Subcontractor is also responsible for determining and fully complying with Owner's inspection procedures, acceptance procedures, submittal requirements, and any and all documentation required by the Prime Contract. Any testing, quality control, inspection, etc., required in the Scope of Work shall be borne by the Subcontractor in performing such Scope of Work.

4.13.2 No Scope of Work performed, materials furnished, and materials incorporated into the Project, shall be deemed accepted by Contractor until the moment such Scope of Work is inspected and accepted by Owner pursuant to the Prime Contract. Acceptance by Contractor and/or approval or acceptance by Owner shall not relieve Subcontractor of liability for any nonconforming or defective goods, supplies, or services. Subcontractor shall notify Contractor when portions of the Scope of Work are ready for inspection. Subcontractor shall furnish to Contractor in such detail, and as often as shall be reasonably required by the Contractor or Owner, written reports of the progress of Subcontractor's performance of the Scope of Work irrespective of the location of such Scope of Work. In the event Scope of Work or materials are determined by the Owner or Contractor to be defective or unsatisfactory, Subcontractor shall promptly commence repair and/or rectification of the defective or unsatisfactory Scope of Work or materials at no expense to Contractor.

4.13.3 Owner's decisions shall be conclusive and binding on Subcontractor, subject to the dispute resolution provision of the Prime Contract and this Agreement.

4.13.4 Disputes between the Parties arising from this Section 4.13 shall be subject to Section 8. Subcontractor shall ensure that Contractor and Owner shall have access with reasonable notice to shops and yards where materials and components are produced for the Project.

4.13.5 Contractor has the right, but not the obligation, to conduct, formal prior reviews of Subcontractor's deliverables and Scope of Work and verify Subcontractor's compliance

with this Agreement in a manner which does not unreasonably and materially delay or obstruct the Subcontractor's performance of its Scope of Work.

4.14 QUALITY ASSURANCE PROGRAM: Subcontractor shall develop and comply with a quality assurance/quality control plan for its Scope of Work ("Quality Assurance/Quality Control Plan"). Subcontractor's Quality Assurance Plan/Quality Control Plan shall be consistent with all requirements of this Agreement and Contractor's quality assurance/quality control plan. Subcontractor shall participate in the Quality Assurance Program as described in Section 6.2 of the Special Provisions of the RFP, and as ultimately finalized in the Prime Contract.

4.14 SAFETY. Subcontractor agrees it shall comply with all applicable federal, state, and local laws, regulations, rules, codes, and industry standards designed to protect the safety and health of all persons during its performance of and in connection with its Scope of Work, including the safety regulations promulgated by the State of Illinois, and the safety regulations set forth in Title 29, Code of Federal Regulations, Part 1926, Occupational Safety and Health Regulations for Construction, including subsequent revisions and updates, and all other applicable Owner and airport safety requirements. Without limiting Subcontractor's obligations or liabilities hereunder, Subcontractor acknowledges and agrees that Contractor shall have overall safety management responsibility for the Project site and Subcontractor shall abide by all procedures and directives issued by the Contractor's Safety Manager. The requirements of this Section 4.14 shall be included in all of Subcontractor's subcontracts of any tier if such subcontractor or supplier shall be on the Project site.

4.15 PROTECTION OF WORK. Subcontractor shall, at its own expense, fully protect and secure its Scope of Work and portions of the Project affected by its Scope of Work from loss, injury or damage for so long as it has care, custody or control of its Scope of Work. Subcontractor shall evaluate Contractor's Builder's Risk insurance provided by Contractor and shall maintain any additional insurance reasonably necessary to cover risk of loss to Subcontractor's Scope of Work. Any damage caused to Subcontractor's Scope of Work prior to final acceptance and payment for the Scope of Work shall be promptly corrected and rectified by Subcontractor provided Subcontractor shall be compensated pursuant to Contractor's Builder's Risk insurance for losses that are on-site and are covered by Contractor's Builder's Risk insurance for such corrective and/or rectification work. With respect to the vehicles and systems equipment delivered to the site by Subcontractor or its supplier, upon written acknowledgement of receipt to the site by Contractor, and transfer of care, custody, and control of the vehicles and systems equipment to the Contractor, physical loss or damage caused to the vehicles by Contractor or third parties shall be covered by the Contractor's insurance coverage or other third party coverage. The foregoing shall nevertheless not affect Subcontractor's ongoing standard of care or warranty obligations.

4.17 COMPLIANCE AND CONFORMITY WITH LAWS. Subcontractor shall familiarize itself with all applicable Federal, state, county, and local laws, executive orders, codes, regulations, municipal ordinances, or programs effective where its Scope of Work is to be performed. Subcontractor shall pay all fees, taxes, including sales, use, and other taxes imposed by federal, state or local law including, without limitation, for any employment,

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insurance, pensions, retirement funds or any similar purpose. Where so required by law or the Prime Contract, all provisions of laws, rules, regulations, and executive orders are hereby incorporated into and made a part of this Agreement, including, but not limited to, the Equal Employment Opportunity Requirements of Executive Order 11246, as set forth in 23 C.F.R. Part 633; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act and all regulations promulgated thereunder; Illinois Rules and Regulations regarding Safety Rules and Workers' Compensation Laws, United States William-Steiger Occupational Safety and Health Act of 1970, Section 114 of the Clean Air Act, as amended, Section 308 of the Federal Water Pollution Control Act. Subcontractor shall ensure that the performance of its Scope of Work meets all applicable Federal, state, and local environmental, health and safety laws, regulations, and standards. Subcontractor warrants to Contractor that it has complied and shall continue to comply with the foregoing. Subcontractor represents and warrants to Contractor that it possesses all certificates of competency, licenses and permits required by this Agreement or applicable law. Failure to maintain, comply with or carry out the requirements specified hereinabove constitutes a material breach of this Agreement. Subcontractor shall be liable for and defend, indemnify, and hold harmless Contractor and Owner for all losses, costs, and expenses, including, but not limited to, fines, penalties, corrective measures, attorneys' fees, and costs, attributable to any acts or omissions by Subcontractor, its employees, agents, subcontractors and suppliers resulting from the failure to fully comply with any laws, codes, regulations, standards, permits, licenses or other such requirements.

4.18 LABOR RELATIONS AND AGREEMENTS. Subcontractor shall use commercially reasonable efforts in the prosecution of its Scope of Work to assure harmonious labor relations on the Project and to prevent labor claims, demands, strikes or other labor disputes amongst its own work force or those of its subcontractors and suppliers. Subcontractor shall strictly comply with all applicable labor laws, agreements and jurisdictional decisions relating to labor issues, as amended. Subcontractor shall comply with the requirements of any Project labor agreement provided by the Owner for use on the Project and shall require all subcontractors of all tiers to also comply, all to the extent applicable to Subcontractor's Scope of Work.

4.19 WAGE RATES. Subcontractor shall comply, where applicable, with all of the requirements of the United States Department of Labor Wage Rates and Benefits, and the requirements of the Prime Agreement.

4.20 TESTING & COMMISSIONING. In order for the Subcontractor to complete the testing and commissioning portion of the Scope of Work, Contractor shall arrange for the supply of required (approximately eight (8)) qualified individuals from AOR Transit Joint Venture LLC to participate in testing and commissioning. Said individuals shall be available to participate in testing and commissioning activities as required, starting with Milestone numbers 11, 12 & 13 (as set forth in Exhibit F) and continuing through Substantial Completion.

4.21 REPRESENTATIVES.

4.21.1 Subcontractor's Representative. Subcontractor shall provide representatives as required herein. Subcontractor's representative(s) shall be competent, present at the times

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required by this Agreement, or as reasonably required by Contractor, and shall have authority to act on behalf of and for Subcontractor. If Contractor or Owner requests that Subcontractor replace such representative and Contractor or Owner possesses good cause for its request, Subcontractor shall replace said representative, without additional charge.

4.21.2 Meetings. Subcontractor shall attend meetings as required by Contractor and Owner including, without limitation, the Pre-Work Conference and the Pre-Design Conference with the Owner. Subcontractor shall attend meetings between Owner and Contractor regarding Subcontractor's Scope of Work. Contractor shall make a good faith effort to obtain Owner's permission for Subcontractor to attend meetings between Owner and Contractor regarding Subcontractor's Scope of Work.

4.22 PERMITS, FEES AND LICENSES. Subcontractor shall give adequate notice in writing, with copies furnished to Contractor, to the proper authorities as required for the performance of Subcontractor's Scope of Work, and shall secure and pay for all permits, fees, licenses, royalties, assessments, inspections, and taxes necessary to complete the Scope of Work in accordance with the Prime Contract. Subcontractor shall comply with the provisions contained in any applicable permits, including subsequent revisions, updates, and requirements of the permitting agencies, without additional cost to Contractor. Any additional costs incurred by Subcontractor which are not paid for separately, shall be included in the other pay items or the lump sum Contract Price. At no time shall there be an increase in the Contract Price on account of the above unless otherwise allowed for in the Prime Contract and granted by the Owner.

4.23 TAXES, CHARGES ETC. Subcontractor shall be responsible for, and shall pay any and all charges, taxes, royalties, or fees imposed directly or indirectly on account of its Scope of Work, labor, material, and services required under or relating to this Agreement. At no time shall there be any increase or escalation in the Contract Price on account of any such charge unless recovered from the Owner. Subcontractor shall, upon demand, substantiate that all taxes and other charges are being properly paid by Subcontractor and Subcontractor's subcontractors, suppliers, and materialmen.

4.24 INCORPORATION OF PROVISIONS. Subcontractor hereby agrees to incorporate into any subcontract or purchase order that it has with any other subcontractor or supplier relative to the performance of the Scope of Work or the Project generally, all provisions that law, code, regulation, permit, license, this Agreement and all those provisions of the Prime Contract which affect the Subcontractor and/or its subcontractors and suppliers.

4.25 WORKMANSHIP. The work shall be performed in accordance with the terms of this Agreement and the Prime Contract and shall adhere to the requirements thereof for system performance, system safety, and system maintainability.

4.26 SUBSTITUTIONS. No substitutions shall be permitted in the Scope of Work or materials specified by this Agreement to be provided by Subcontractor unless permitted and consented to in writing by the Owner. In the event the Contractor and Owner permits a substitution, Subcontractor shall first obtain approval for the substitution in writing from

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Contractor of any intended substitution. Subcontractor shall indemnify Contractor for any increased costs incurred by Contractor as a result of any substitution, whether or not Subcontractor has obtained approval thereof.

4.27 BUY AMERICA. Subcontractor agrees to comply with the requirements of 23 USC 313, "Buy America" and the regulations issued thereunder (23 CFR 635.410), and the Buy America requirements set out in the Prime Contract, except to the extent noted in this Section. Subcontractor may utilize any waivers obtained by the Owner. The Parties acknowledge that Owner will attempt to obtain a waiver for the vehicle brake equipment. Therefore, Subcontractor intends to comply with Buy America provided that the waiver is obtained.

4.28 WARRANTY.

4.28.1 Subcontractor recognizes and shall assume all warranty and guaranty liabilities, responsibilities and obligations of Contractor under the Prime Contract with respect to Subcontractor's Scope of Work. All such guaranties and warranties shall be transferable and assignable to the Owner and Contractor without need for any consent or approval.

Subcontractor warrants and guarantees its Scope of Work against all deficiencies and defects in design, materials or workmanship. Subcontractor agrees to satisfy such warranty and guarantee obligations and to remedy by repair or replacement all such deficiencies and defects which appear or arise within the guaranty or warranty period established by the Prime Contract and at law without cost to the Owner or Contractor.

4.28.2 Subcontractor recognizes and assumes all liabilities, responsibilities and obligations of Contractor under the Prime Contract with respect to warranty of Subcontractor's Scope of Work, including without limitation the warranties for materials, vehicles, equipment design and other services and work provided by Subcontractor under this Agreement.

4.29 COMPLIANCE WITH DRAWINGS AND SPECIFICATIONS. Subcontractor shall perform the Scope of Work in accordance with the Prime Contract including, without limitation, all drawings, plans, and specifications. Contractor does not warrant the accuracy of any Owner-provided drawings, plans, and specifications. Subcontractor shall not take advantage of any error on or omission in the drawings, plans, and/or specifications or any discrepancy between the drawings, plans and/or specifications. Subcontractor shall be bound to Owner's interpretation of the Prime Contract including, without limitation, the drawings, plans, and specifications in the same manner as Contractor is bound under the Prime Contract subject to Section 8 hereof.

4.30 DIFFERING SITE CONDITIONS. If, during the performance of the Scope of Work, Subcontractor encounters differing site conditions, as defined in the Prime Contract, Subcontractor shall promptly notify Contractor in writing of the specific differing conditions before they are disturbed and before the affected Scope of Work is performed. The provisions of SP 12.2.1 of the Prime Contract shall then apply and any equitable adjustment which the Owner provides pursuant to that section shall in turn be commensurately provided by the Contractor to the Subcontractor as Subcontractor's sole and exclusive remedy.

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4.31 Working in the O'Hare International Airport Environment. Subcontractor shall abide by all rules, regulations, requirements and standards applicable to entities working at the O'Hare International Airport, including, without limitation, the safety regulations, security regulations, and environmental regulations described in the Prime Contract or by the Owner.

SECTION 5 – PAYMENT FOR WORK

5.1 CONTRACT PRICE.

5.1.1 In full consideration for Subcontractor's performance of the Scope of Work and its obligations in accordance with this Agreement, Contractor agrees, subject to the terms of this Agreement, to pay Subcontractor the fixed price set forth in Exhibit "C" hereto, as modified by approved change orders in accordance with this Agreement ("Contract Price").

5.1.2 Payment by Contractor to Subcontractor of the Contract Price shall be based on the WBS Price Breakdown, Cash Flow, and Schedule of Values set forth in Exhibit "C" and shall be paid pursuant to the payment terms of this Section 5.

5.1.3 Except as provided in the Prime Contract, the Contract Price shall not be subject to any economic price adjustment for inflation or currency exchange.

5.2 GENERAL PAYMENT PROVISIONS

5.2.1 Required Documentation. Subcontractor shall prepare any documents that the Contractor or Owner may reasonably require for payment including, without limitation, any schedules of values, backup documentation, and updated work schedules. All documentation for payment, including any schedules of values, shall be in a format reasonably acceptable to Contractor and Owner, and shall meet the invoicing and other payment related terms of this Agreement and the Prime Contract.

5.2.2 Subcontracts. No part of the goods, work, or services to be provided under this Agreement may be subcontracted without the prior written consent of the Owner to the extent the Prime Contract requires such consent; but in no case will such consent relieve the Subcontractor from its obligations, or change the terms of this Agreement. The Subcontractor must notify the Contractor of the names of all subcontractors to be used and copies of all subcontracts to the extent the Prime Contract requires and shall not employ any that the Owner has not approved. Prior to proposing the use of a subcontractor, the Subcontractor must verify that neither the subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on Owner contracts. This information can be found on the Owner's website:

http://www.cityofchicago.org/city/en/depts/dos/provdrs/comp/svcs/debarred_firms_list.html

Subcontracting of the services or work or any portion of this Agreement without the prior written consent of the Owner as required by the Prime Contract is null and void. Further, the Subcontractor will not make any substitution of a previously approved subcontractor without the prior written consent of the Owner; any substitution of a subcontractor without

the prior written consent of the Owner is null and void.

The Subcontractor will only subcontract with competent and responsible subcontractors. If, in the reasonable judgment of the Contractor or Owner, any subcontractor violates safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Agreement, or fails to follow the requirements of this Agreement, then the Subcontractor will, immediately upon notice from the Contractor or Owner, discharge or otherwise remove such subcontractor and propose an acceptable substitute for Contractor approval.

5.2.3 Percentage Completion Verification. Upon written request, Contractor shall give Subcontractor written authorization to request directly from Owner the percentage of completion certified for the Scope of Work through any given date.

5.2.4 Schedule of Subcontractors, Suppliers, and Materialmen. Upon Contractor's request, Subcontractor shall provide to Contractor a schedule of values identifying its major subcontractors, suppliers, and materialmen and all other information as required by the Owner. Upon Contractor's request, Subcontractor shall also provide to Contractor a list of all of Subcontractor's major subcontractors, suppliers, and materialmen in connection with the Project, and all other information as required by the Owner. The list required by this Section shall be provided to Contractor within fifteen (15) business days of the Contractor's request. The schedules of values shall be provided in a format acceptable to Contractor and, if necessary, Owner. Subcontractor shall comply with the Prime Contract with respect to Subcontract requirements, including but not limited to Prime Contract Exhibit 6, Article V.C.1.

5.2.5 Payment Use Verification. Prior to payment by Contractor to Subcontractor, Subcontractor shall furnish to Contractor those affidavits, releases, and waiver of liens as are required by the Prime Contract.

5.2.6 Subcontractor Payment Failure. If Contractor has a reasonable belief that labor, material, or other obligations incurred in the performance of the Scope of Work are not being paid, Contractor shall give written notice of such unpaid claim to Subcontractor. On or before the seventh (7th) business day after receipt of Contractor's notice of an unpaid claim, Subcontractor shall inform the Contractor whether the monies owing the claimant have been paid or that such monies are subject to a good faith dispute and are being withheld pending the resolution of such dispute.

5.2.7 Prompt Payment. The Parties shall abide by prompt payment provisions of the Prime Contract, including but not limited to General Provision 2.2.2 with respect to subconsultants, subcontractors, suppliers, installers, and materialmen. Subcontractor acknowledges and agrees that it shall be subject to and assessed the Liquidated Damages for Failure to Promptly Pay outlined in General Provision 2.2.2.2 including other remedies available to the Owner. Subcontractor shall defend, indemnify, and hold harmless Contractor with respect to any action taken by the City with respect to Subcontractors' failure to comply with the Prime Contract prompt payment provisions.

5.2.8 Stored Materials and Equipment.

5.2.8.1 Upon, delivery, materials shall be stored as mutually agreed by the Parties.

5.2.8.2 Unless otherwise provided in this Agreement and subject to Clauses 5.2.17 and 5.3, partial payment applications may include amounts for materials or equipment delivered to the construction site or at a specific location as mutually agreed by the Parties. Partial payment applications requesting payment for delivered materials or equipment suitably stored shall include bills of sale, certificates of insurance, or such other documents required by Owner or reasonably requested by the Contractor.

5.2.8.3 Subcontractor expressly represents and warrants that title to all delivered materials or equipment included in a pay application is transferred to Contractor and/or Owner as provided for in the Prime Contract. By submitting its pay application for delivered materials or equipment to Contractor, Subcontractor expressly represents and warrants that no person or entity has or can claim any lien, encumbrance or security interest in the delivered materials and equipment covered by the pay application.

5.2.8.4 Notwithstanding any payment to Subcontractor, Subcontractor retains the risk of loss for stored materials and equipment at all times until such materials and equipment, are delivered to the site. Following delivery to the site of such materials and equipment, Contractor shall retain risk of loss for stored materials and equipment as set forth in the Prime Contract. For the avoidance of doubt, in the event materials and/or equipment are delivered to a location other than the site, the Parties shall agree as to which Party or third party shall be responsible for the risk of loss for such materials and/or equipment and for providing appropriate insurance for said materials and/or equipment. Subcontractor acknowledges and agrees that Contractor and/or Owner obtain and shall be deemed to retain exclusive ownership and possession of all stored materials or equipment included within a pay application when the stored materials or equipment are delivered to the site or the agreed upon storage location and are accepted by the Owner. Contractor and/or Owner retain exclusive ownership and possession notwithstanding the fact that risk of loss for the stored materials and equipment remains with Subcontractor, and without regard to the identity of the entity that maintains or controls any location(s) where materials and equipment are stored. When used in the Contract or in documents furnished to satisfy Contract obligations, the terms "F.O.B." and "C.I.F." are used as delivery terms only and shall have no effect on the Contractor's and/or Owner's exclusive ownership and possession or the Subcontractor's retention of risk of loss.

5.2.8.5 Subject to Section 5.2.17, Payment by the Owner to Contractor for stored materials and equipment shall be a condition precedent to payment for same by Contractor to Subcontractor. All payments to Subcontractor for stored materials and equipment shall be subject to the retainage set forth in Section 5.2.12 of this Agreement.

5.2.8.6 Subcontractor must be prepared, at all times, to prove within commercial norms, the exact quantities and qualities of the materials and equipment purchased, stored, used, or to be used on the Project .

5.2.8.7 Subcontractor shall defend, indemnify, and hold harmless Contractor, Contractor's sureties, and Owner against all claims, judgments, settlements, damages, losses, costs, and expenses including, without limitation, attorneys' fees and court costs arising out of or relating in any way to any third party's assertion of a lien, encumbrance, or interest in stored materials or equipment.

5.2.9 Price Commitment. Unless otherwise expressly specified in this Agreement, prices and terms are firm for the duration of this Agreement as may be extended by mutual agreement of the Parties.

5.2.10 Affidavits. As a condition precedent to any obligation or duty of Contractor to make any partial payment or the final payment to Subcontractor, Subcontractor shall provide to Contractor, any forms or affidavits required by the Prime Contract.

5.2.11 Owner Estimate, Deduction, Offset, and Counterclaim. Owner's estimate or Owner's representative's estimate of the value of Work performed during a payment period or any deduction, offset, or counterclaim against a requisitioned amount shall be binding on Subcontractor.

5.2.12 Retainage/Security. The application of and rate of retainage shall be the same as applicable to Contractor under the Prime Contract.

5.2.13 Effect of Payment. No payment made under this Agreement shall operate as an admission or acceptance by Contractor or Owner that the this Agreement has been complied with or preclude any action for damages against Subcontractor should it fail to fully and properly perform this Agreement.

5.2.14 Overpayment. If overpayments are made for any reason, Subcontractor agrees to immediately return such overpayment to Contractor upon notice or Subcontractor's discovery of such overpayment. If Subcontractor fails to immediately return any overpayment, Contractor shall withhold an amount equal thereto from any amount due or to become due to Subcontractor.

5.2.15 Deductions. The Contractor may withhold from any partial payment, and the final payment, an amount equal to the amount withheld by the Owner pertaining to Subcontractor's Scope of Work

5.2.16 Audit of Subcontractor's Records. Owner and, to the extent necessary to comply with the requirements of the Owner, Contractor shall have the right to conduct an audit of the Subcontractor's records pertaining to the Project as set forth in the Prime Contract. Such an audit, or audits, may be conducted by Owner, Contractor (to the extent necessary to comply with the requirements of the Owner), or their representatives at any time prior to final payment and thereafter pursuant to this Agreement, the Prime Contract, or as provided by law. Subcontractor shall preserve its records as necessary to enable Contractor, Owner, or Owner's representatives to exercise their audit rights.

5.2.17 Condition Precedent. Subject to the terms of Section 8, Contractor's receipt of payment from Owner for each partial payment, final payment, or payment for Owner's change, shall be a condition precedent to any duty or obligation of Contractor to make any payment to Subcontractor pursuant to any application for payment under this Agreement; provided, however, that if Contractor causes a non-payment or reduced payment by Owner under the Prime Contract, and Subcontractor has fully performed under this Agreement and payment is due and payable under this Agreement, then Contractor shall pay such amounts that are due and payable even if Contractor has not received payment for same under the Prime Contract.

Contractor and Subcontractor hereby expressly acknowledge and agree that Contractor's surety is an intended third party beneficiary of this paragraph. Contractor acknowledges and accepts its responsibility on behalf of Subcontractor for prompt payment which Contractor has received from Owner for any work, subject to disputes and rights of setoff allowed in this Agreement, and to submit claims submitted by Subcontractor in accordance with this Agreement.

Subcontractor shall comply with all of the payment requirements and terms of this Agreement and shall prepare any document which the Contractor or Owner may reasonably require for related payment pursuant to the terms of this Agreement and the Prime Contract.

5.2.18 Payment by Contractor shall be remitted to Subcontractor within seven (7) business days of receipt of the related payment it receives from the Owner under the Prime Contract, or within seven (7) business days from the date upon which such payments would have been received by Contractor from the Owner, in circumstances where Subcontractor is entitled to payment for Scope of Work performed, but Contractor has solely caused non-payment or reduced payment, as aforesaid.

5.3 PARTIAL PAYMENTS.

5.3.1 Application. Subcontractor's partial payment application for Scope of Work performed in the preceding payment period shall be submitted to Contractor in accordance with the terms of this Agreement, including the Prime Contract, for the approval of Owner. The Subcontractor shall also include within its partial payment application the following:

- (a) A written narrative report of the Work activities during the period covered by the partial payment application; and
- (b) The partial payment application in a format provided by Contractor and meeting the requirements of the Prime Contract.

Partial payments will be withheld until the above conditions are satisfied.

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5.3.2 Time of Application. Each partial payment application shall be presented to the Contractor five (5) business days prior to Owner's cutoff date for partial payment applications for Scope of Work performed up to and including the last day of the previous period as appropriate and for materials on hand to the extent allowed under this Agreement. If the partial payment application is not received by the Contractor on or before said date in a form compliant with Section 5.3.1, then no partial payment may be requisitioned for that payment period.

5.3.3 Amount and Time of Payment. Partial payments (such as Owner's agreement to process 50% of its payments within 30 days pursuant to the Prime Contract) to Subcontractor for any payment period shall not exceed the determination by Owner of the value of the Scope of Work in place based on either the schedule of values or the quantities of units or items of the Scope of Work in place and the value of materials and equipment stored pursuant to Section 5.2.9 of this Agreement less retention and any deductions to which Contractor is entitled under this Agreement. Without prejudice to other provisions of this Agreement, partial payments shall be made to Subcontractor no later than seven (7) business days after receipt by Contractor of payment from Owner for such work, or within seven (7) business days from the date upon which such payments would have been received by Contractor from the Owner, in circumstances where Subcontractor is entitled to payment for Scope of Work performed, but Contractor has caused non-payment or reduced payment, as aforesaid.

5.4 FINAL PAYMENT - RELEASE.

5.4.1 Application. In addition to other requirements of this Agreement, the following are conditions precedent to final payment and full release of retention to Subcontractor for the Scope of Work: (1) final completion and acceptance of Subcontractor's Scope of Work by Owner and, subject to Section 4.13 of this Agreement, Contractor; and (2) Subcontractor's furnishing to Contractor satisfactory evidence, as described by Section 5.4.2 of this Agreement, of fulfillment of Subcontractor's obligations in accordance with this Agreement including the Prime Contract. Thereafter, Contractor shall forward Subcontractor's application for final payment to Owner without delay. Subcontractor shall be paid within seven (7) business days of Contractor's receipt of final payment from Owner for the Scope of Work.

5.4.2 Requirements. Before Contractor shall be required to forward Subcontractor's application for final payment to Owner, Subcontractor shall submit to Contractor final payment application in a format provided by the Contractor and meeting the requirements of the Prime Contract, including but not limited to GP Exhibit 2 and GP Exhibit 6 at IX.

5.4.3 Release. Subcontractor agrees to accept final payment as full settlement of its account under the Contract and of all claims in connection therewith.

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SECTION 6 – SCHEDULE OF WORK

6.1 COMMENCEMENT - PERFORMANCE - SCHEDULE OF WORK.

6.1.1 Commencement. Subcontractor agrees to initially commence and perform the Scope of Work in accordance with the Preliminary Schedule and, once mutually agreed among the Subcontractor, Contractor and Owner, to continue to perform the Scope of Work, at no additional cost to Contractor, in accordance with the Project Master Schedule, including any subsequent modifications thereto, and shall provide sufficient labor, materials, and equipment to ensure completion of the Scope of Work in accordance with the Schedule of Work. Subcontractor's operations shall be scheduled and performed to minimize any inconvenience to Contractor and its subcontractors, as well as airport operations, traffic, adjacent businesses, or residences.

6.1.2 Limitation of Operation. Subcontractor acknowledges and agrees that construction operations, and thus Subcontractor's Scope of Work, may be limited by Owner as detailed in the Prime Contract and that Subcontractor is entitled to the same rights and remedies of the Contractor thereto, if any, as more particularly identified in the Prime Contract.

6.1.3 Time is of the Essence. Subcontractor agrees that time is of the essence in the performance of its Scope of Work, and it agrees to initially commence and perform the Scope of Work in accordance with that certain schedule of activities, milestones and deliverables attached to this Agreement as Exhibit "D" and, once mutually agreed, to continue to perform the Scope of Work in accordance with the Schedule of Work, including any subsequent modifications thereto entered into in accordance with this Agreement. The Parties shall perform their obligations in such a manner as to avoid delay and to perform its Scope of Work by the times specified within the Schedule of Work (the "Contract Time"), and in the event Subcontractor is more than thirty (30) days delayed in achieving any milestone identified in the Schedule of Work, it shall prepare and deliver to Contractor a written recovery plan demonstrating a reasonable plan, including any additional resources it will implement, in order to recover the schedule. The Parties' operations shall be scheduled and performed to minimize any inconvenience to one another and the subcontractors of one another, as well as to minimize disruptions with airport operations, traffic, adjacent businesses, or residences.

Subject to Section 8.3 of this Agreement, Subcontractor shall be directly liable to Contractor for any and all damage or loss incurred by Contractor for Subcontractor's failure to coordinate, perform, complete, and have Subcontractor's work accepted by Owner within the Contract Time as specified in the Schedule of Work to the extent such damage or loss was due to Subcontractor's acts or omissions. Extension of the Contract Time for the performance of the Scope of Work shall be granted only if a commensurate extension of the Contractor's schedule requirements under the Prime Contract is granted by Owner.

6.1.4 Schedule of Work. Contractor and Subcontractor shall be bound by the Schedule of Work and any changes thereto. Subcontractor shall provide Contractor with any reasonably requested scheduling information for the Scope of Work, including any conditions precedent, concurrent conditions, or other work that impacts Subcontractor's ability to

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perform. Subcontractor shall also provide Contractor with the information required for Contractor to satisfy its obligations under the Project Management and Contract Data Requirements List provisions of the Prime Contract. Subcontractor shall notify the Contractor in writing immediately, but in no event later than three (3) business days upon discovery of any event or work of others which is likely to adversely affect the Schedule of Work. Failure to provide such written notice shall be deemed a waiver of Subcontractor's right to claim for a time extension and/or additional time-related compensation. All subsequent changes to the Schedule of Work shall be submitted to Subcontractor in advance of the required performance.

6.1.5 Schedule Changes. Subcontractor recognizes that Contractor shall have the right to make changes in the Schedule of Work and otherwise determine and decide the time, order, and priority in which the various portions of the Scope of Work shall be performed, and all other matters relative to the timely performance and completion of the Work. Subcontractor shall only be entitled to commensurate extensions of time and compensation to the extent allowable under the Prime Contract and is granted by Owner.

6.1.6 Supply and Production Scheduling. The Subcontractor shall provide reasonably detailed scheduling information showing, planned durations, sequencing, and other matters affecting Subcontractor's performance and completion of its vehicle, equipment, and material supply and production services including, without limitation, all necessary and appropriate submittals, review and approval of submittals, placement of material orders, fabrication, assembly, coating, painting, and delivery. Such supply schedule shall be consistent with the Schedule of Work, and shall be updated monthly upon a schedule to be agreed by the Parties.

6.1.7 Sufficient Work Force Requirements. In selecting the Subcontractor for this Agreement the Contractor relied on the qualifications and experience of those persons identified by Subcontractor by name ("Key Personnel") as performing the Scope of Work. Subcontractor must not reassign or replace Key Personnel without the written consent of the Contractor, which consent the Contractor will not unreasonably withhold. The Contractor may at any time in writing notify Subcontractor that the Contractor will no longer accept performance of Scope of Work under this Agreement by one or more Key Personnel, provided that such determination is based on reasonable cause or Owner request. Upon that notice Subcontractor must with reasonable promptness suspend the services of such person(s) and provide a replacement of comparable qualifications and experience who is reasonably acceptable to the Contractor. Subcontractor's Key Personnel are identified in Exhibit "E". Subcontractor shall ensure that adequate, capable supervisory personnel, skilled workmen and all required equipment will be available at all times to meet the Schedule of Work. Subcontractor's on-site supervisor and other agreed staff shall be required to attend weekly scheduling meetings and will be required to coordinate its scheduling of work with others so that all scheduled work activities are completed in a timely manner. Subcontractor shall, on reasonable demand of Contractor, give adequate evidence to Contractor to substantiate the planned performance and progress of the Scope of Work and the various parts thereof. If the Schedule of Work is delayed due to Subcontractor's fault, in whole or part, Subcontractor shall promptly increase its work force, accelerate its performance, work overtime, work Saturdays, Sundays and holidays, all without additional compensation, if, in Contractor's reasonable discretion, such action(s) is (are) necessary to maintain proper progress in accordance with the

Schedule of Work. Subcontractor shall conform to Contractor's hours of work. No premium time will be acknowledged or paid for such additional hours worked unless pursuant to a written authorization by Contractor. Subcontractor shall neither delay nor adversely affect the performance of Contractor.

6.1.8 Coordination of Work. The Parties hereby agree to act in good faith and cooperate with each other in the performance of this Agreement. The Subcontractor further agrees to implement such measures as may be necessary to ensure that its staff and its subcontractors will be bound by the provisions of this Agreement. The Owner will be expressly identified as a third party beneficiary in the subcontracts and granted a direct right of enforcement thereunder.

If separate contracts are let for work within or adjacent to the project site as may be further detailed in the Prime Contract, each subcontractor must perform its services so as not to interfere with or hinder the progress of completion of the work being performed by subcontractors and/or other contractors.

Each contractor and/or subcontractor involved shall assume all liability, financial or otherwise, as set out in its respective contract, and shall protect and hold harmless the Owner and Contractor from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Subcontractor because of the presence and operations of third party subcontractors and/or other third party contractors working within the limits of its work or services. Each contractor and/or subcontractor shall assume all responsibility for all work not completed or accepted because of the presence and operations of other contractors, except that the Subcontractor and its subcontractors shall not assume such responsibility to the extent that the Subcontractor is experiencing delay as a direct result, in the sole opinion of the Owner, of any action by the CM at Risk Contractor (as defined in the Prime Contract) under the CM at Risk Contract (as defined in the Prime Contract) or its respective subcontractors. Subcontractor must include a provision in its contracts and agreements with subcontractors giving the Owner a direct right of action against the subcontractor.

The Subcontractor must as far as possible, arrange its work and space and dispose of the materials being used, so as not to interfere with the operations of the other contractors within or adjacent to the limits of the project site.

6.1.9 Coordination of Materials. The Parties shall arrange and coordinate the ordering of all materials in a timely manner so as not to cause a delay in the Schedule of Work.

6.1.10 Coordination of Submittals. The Parties shall coordinate and submit any required working drawings, shop drawings, details, placement drawings, tracings, certificates of compliance, materials, submittals for approval, or any other required documentation so as not to cause a delay in the Schedule of Work. The Parties shall make such submittals to facilitate timely review. Submission of voluminous submittals at one time is discouraged and may result in increased review time. In no case will Contractor accept liability for resulting delays, added costs, and related damages when the time required for approval by the Owner or other authority having jurisdiction extends beyond the approximate times shown herein or the

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Schedule of Work. However, when the Owner grants an extension of time or added costs for its delay to the Contractor, the Subcontractor shall be entitled a commensurate extension of time and proportionate reimbursement for added costs. When making submittals, each Party shall confirm that it has verified the work requirements, field conditions, dimensions and measurements, construction criteria, sequence of assembly or construction, access and clearances, the requirements of all other sections or trades whose work is related thereto, catalog numbers, and any other data as required for a proper and complete installation of the Party's work.

6.1.11 Handover of Work. The Parties shall include "handover" milestones in the Schedule of Work. The Parties agree that "handover" is the date when a Party's work in an area is sufficiently complete to allow the other Party to perform its subsequent work in that area. A Party shall have non-exclusive use of an area to perform its work after handover unless Subcontractor needs to electrify an area or perform operating system testing in an area or if Subcontractor has indicated in advance that exclusive use is required to perform any portion of the Scope of Work. If Subcontractor needs to electrify an area or is performing operating system testing in an area, Subcontractor shall have exclusive use of the required area and a reasonably appropriate safety buffer. Subcontractor shall give Contractor reasonable written notice of its need for exclusive use of an area prior to the date Subcontractor will first require exclusive use. The Parties have agreed to a handover document that includes handover conditions ("Handover Document") that is consistent in all material respects with the version attached hereto as Exhibit "F", which forms part of this Agreement and is attached hereto as Exhibit H.

SECTION 7 - RECOURSE OF CONTRACTOR

7.1 FAILURE TO PROSECUTE AND CORRECT.

7.1.1 Events of Default.

The following constitute an event of default:

- A. Subcontractor's material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Subcontractor to the Contractor;
- B. Subcontractor's material failure to perform any of its obligations under this Agreement;
- C. Subcontractor's material failure to perform the Scope of Work with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Scope of Work;
- D. Subcontractor's material failure to have and maintain all professional licenses required by law to perform the Scope of Work;
- E. Subcontractor's failure to timely perform the Scope of Work in accordance with this Agreement;

F. Subcontractor's material failure to perform in accordance with this Agreement, including but not limited to:

- i) Failure to perform the Work in a manner reasonably satisfactory to the Owner or Contractor.
- ii) Subcontractor's failure to promptly re-perform, as required, within a reasonable time and at no cost to the Contractor, Work that is rejected as erroneous or unsatisfactory;
- iii) Subcontractor's failure to pay subcontractors or material suppliers;
- iv) Discontinuance of the Work for reasons within Subcontractor's reasonable control, including, but not limited to, labor, unrest or disputes;
- v) Subcontractor's failure to update promptly EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate;
- vi) Subcontractor's material failure to comply with any other term of this Agreement, including the provisions concerning insurance and nondiscrimination;
- vii) Subcontractor's inability to perform the Work satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors that negatively impacts Subcontractor's ability to pay subcontractors or perform the Work;

H. Any change in ownership or control of Subcontractor without the prior written approval of the Owner, which approval will not unreasonably withhold;

I. Subcontractor's default under any other contract it may presently have or may enter into with the Owner during the life of this Agreement. Subcontractor acknowledges and agrees that in the event of a default under this Agreement the Owner may also declare a default under any such other agreements;

J. Subcontractor's material failure to comply with applicable Federal, state, local, or Airport safety and security requirements, including, but not limited to, an approved *Project Safety Plan*;

K. Subcontractor's repeated or continued violations or significant single violation of City of Chicago ordinances unrelated to performance under this Agreement that in the opinion of the Owner indicate a grossly negligent or willful or reckless disregard for City of Chicago laws and regulations;

L. Subcontractor's use of a subcontractor that is currently debarred by the City of Chicago or otherwise ineligible to do business with the City of Chicago;

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M. Subcontractor's material failure to comply with any other term of this Agreement.

N. Contractor's material failure to comply with its payment obligations as set out in this Agreement.

7.1.2 Notice and Remedies. In the event of a material breach of this Agreement by a defaulting Party ("Defaulting Party"), the non-defaulting Party ("Non-Defaulting Party") shall hand deliver or forward by facsimile, with a copy by U.S. Certified Mail Return Receipt Requested to Defaulting Party, a written notice of default. Should Defaulting Party within ten (10) calendar days (or such shorter period of time as required under the Prime Contract) after receipt of written notice of default fail to either cure, or if such default may not reasonably be cured in such time period to commence and continue satisfactory correction of such default with diligence and promptness, then Contractor, without prejudice to any of its other rights or remedies, shall have the right to any or all of the remedies possessed by Contractor under this Agreement. In the event that Subcontractor is the Defaulting Party, Subcontractor shall provide Contractor all information necessary to enable Non-defaulting Party to satisfy its obligations under the Prime Contract.

7.1.3 Termination. If Defaulting Party fails, within ten (10) calendar days (or such shorter period of time as required under the Prime Contract) of receipt of the notice issued under Section 7.1.2 of this Agreement to either cure the material breach in question, or if such material breach may not reasonably be cured in such time period, to commence and satisfactorily continue correction of same with diligence and promptness, then Defaulting Party shall be deemed in default. During any such period of default, may, in lieu of, or in addition to, the remedies provided in Section 7.1.2 of this Agreement, terminate the Contract. Upon termination of this Agreement, Subcontractor shall grant the Owner the requisite licenses to proprietary As-Build Deliverables as required under the Prime Contract and a limited license to enable the Contractor to comply with the Prime Contract. In the event that this Agreement is terminated for cause, Subcontractor shall grant Contractor a non-exclusive, non-transferable (except to Owner and to AOR Transit Joint Venture LLC, to whom the license may transfer) limited license to Contractor in order for it to complete the Work and to operate, maintain and repair the Project. Where the Contractor is the Non-Defaulting Party, damages incurred by Contractor directly as a result of the termination for Subcontractor's default may be deducted from any remaining amounts due or to become due to Subcontractor hereunder.

7.1.4 Assignment of Material Supply Agreements and Subcontracts. Subcontractor shall include a provision in each of its material supply agreements and subcontracts for this Project that such material supply agreement or subcontract may be assigned to Contractor in the event Subcontractor is terminated for its fault, or as required under the Prime Agreement.

7.2 INSOLVENCY.

7.2.1 Termination Absent Cure. Upon any proceedings by or against the Subcontractor in voluntary or involuntary bankruptcy, insolvency, the appointment of a receiver or trustee for Subcontractor, or upon Subcontractor making an assignment for the

benefit of creditors, Contractor may terminate this Agreement upon providing Subcontractor seven (7) calendar days written notice (or such shorter period of time as required by the Owner) by hand delivery, or facsimile with a copy by U.S. Certified Mail return receipt requested, unless Subcontractor, Bombardier Inc (through the Parent Company Guarantee provided pursuant to Section 9.2.3 hereof), its surety, or the trustee:

- (a) promptly cures all defaults;
- (b) provides adequate assurances of future performance;
- (c) compensates Contractor for losses resulting from such defaults;
and
- (d) assumes the obligations of the Subcontractor under this Agreement within the statutory time limits.

7.2.2 Interim Remedies. If Subcontractor is not performing in accordance with the Schedule of Work upon the expiration of the seven (7) calendar day written notice period (or such shorter period of time as may be required by the Owner), Contractor, while awaiting the decision of Subcontractor or its trustee to reject or to accept this Agreement and provide adequate assurance of its ability to perform hereunder, may avail itself of such remedies under this Section as are reasonably necessary to maintain the Schedule of Work, as may be allowable by the Owner..

7.2.3 Set Off. The Contractor may offset against any invoice from Subcontractor any costs reasonably incurred by the Contractor as a result of event of default by Subcontractor under this Agreement or otherwise resulting from Subcontractor's performance or non-performance under this Agreement, including but not limited to any credits due as a result of over-billing by Subcontractor or overpayments made by the Contractor, provided that either the Owner has set off such amounts or it has been determined through Section 8 that the Subcontractor is in default. If the amount offset is insufficient to cover those costs, Subcontractor is liable for and must promptly remit to Contractor the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the Contractor.

7.3 SUSPENSION BY OWNER.

7.3.1 Suspension. Should Owner suspend or delay the Prime Contract or any part of the Prime Contract which includes Subcontractor's Scope of Work, Contractor shall so notify Subcontractor in writing by hand-delivery or facsimile with a copy by U.S. Certified Mail return receipt requested and upon receipt of said notice, Subcontractor shall immediately suspend the Scope of Work. If the Scope of Work is suspended or delayed by Owner for a period of time that exceeds what is contemplated in the Prime Contract, and the Subcontractor reasonably justifies that additional compensation and/or Contract Time is due as a result of such suspension or delay, Subcontractor shall immediately notify Contractor in writing. Additionally, Subcontractor shall submit its request for additional compensation and/or

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Contract Time, if any, on account of such suspension or delay in accordance with the requirements of Section 8.1.4 of this Agreement and the Prime Contract. No adjustment will be allowed to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded by any other term or condition of this Agreement including the Prime Contract. Subcontractor shall have no greater right of claim or action against Contractor than Contractor shall have against Owner as a result of such suspension. Subcontractor shall make any claim for such suspension, to the extent such a claim is allowed by the Prime Contract, pursuant to Section 8.2 or 8.3 of this Agreement, whichever is applicable. Subcontractor's recovery, if any, shall be limited and commensurate to actual recovery from the Owner.

7.4 TERMINATION BY OWNER.

7.4.1 If Owner terminates some or all of the Prime Contract (for cause or convenience), Contractor may terminate the applicable portion of this Agreement and Scope of Work. Should Owner terminate any part of the Prime Contract which includes the Scope of Work, Contractor shall so notify Subcontractor in writing by hand delivery or facsimile with a copy by U.S. Certified Mail return receipt requested and upon receipt of said notice, this Agreement shall also be terminated and Subcontractor shall immediately stop the Scope of Work. Subcontractor shall have no greater right of claim or action against Contractor than Contractor shall have against Owner as a result of such termination. Contractor's receipt of payment from Owner shall be a condition precedent to any duty or obligation of Contractor to make any payment to Subcontractor with respect to Owner's termination for convenience. If Owner terminates the Prime Contract or part of the Prime Contract relating to Subcontractor's Scope of Work for cause and such termination is attributable to Subcontractor, Subcontractor shall indemnify, defend, and hold harmless Contractor and Owner and their representatives, agents, sureties, and employees from and against any and all demands, claims, suits, causes of action, losses, whether groundless or not, penalties, liabilities, judgments, settlements, damages, costs, attorneys' fees, and expenses of any nature, including, without limitation, attorneys' fees and court costs, arising or alleged to have arisen directly from such termination.

7.4.2 Subcontractor agrees to and expressly acknowledges events of default set out in the Prime Contract, including but not limited to, General Provision Article 2.3.12 of the Prime Contract. Notwithstanding anything to the contrary in this Agreement, Contractor shall have the same rights to terminate Subcontractor as the Owner has against Contractor under the Prime Contract.

SECTION 8 - DISPUTES

8.1 DELAYS AND EXTENSION OF TIME.

8.1.1 Contractor's Obligation. Except as otherwise may be set forth in the Prime Contract or Section 8.3 of this Agreement, Contractor owes no duty, obligation, or liability to Subcontractor as a result of any delay, interference, suspension, or other event beyond the control of the Contractor, except for seeking an extension of time from Owner in good faith.

8.1.2 Extension of Time Sole Remedy. An extension of time in which to complete the Scope of Work will be Subcontractor's sole remedy if Subcontractor's performance, in whole or in part, is interfered with, delayed up to 270 days, re-sequenced, disrupted, or suspended in the commencement, prosecution, or completion, for reasons beyond Subcontractor's control, except to the extent Contractor is paid for Subcontractor's claims by Owner or unless Contractor negligently caused such delay, interference, re-sequencing, disruption or suspension due to its failure to fulfill its obligations under the Prime Contract or this Agreement.

8.1.3 Extension of Schedule of Work. Contractor may grant an extension of time when Subcontractor's Scope of Work is delayed by causes beyond the reasonable control (as defined in the Prime Contract) of the Subcontractor provided that the cause was not foreseeable and did not result from the fault or negligence of the Subcontractor, and provided further that the Subcontractor has taken reasonable precautions to prevent further delays owing to such causes. Such time extension may be allowed only for delays occurring during the time for performance set forth in the Schedule of Work or authorized extensions thereof and solely to the extent that Owner grants Contractor an extension of time under the Prime Contract.

8.1.4 Time Extension or Additional Compensation Request. A preliminary request for an extension of Contract Time shall be made in writing to Contractor within three (3) calendar days after commencement of a delay to its Scope of Work meeting the requirements of Section 8.1.3, or Subcontractor shall have waived any rights to an extension of the Contract Time for that delay. In the case of a continuing delay only one request is necessary unless required by the Owner under the Prime Contract. Each request for extension of time shall be presented in accordance with the requirements of the Prime Contract for like claims by Contractor upon the Owner. If Subcontractor claims additional compensation in addition to a time extension, Subcontractor's documentation shall include all documentation required by the Prime Contract and a detailed cost analysis of the claimed extra compensation with supporting documentation. Failure to deliver the required notice or documentation within the required period shall constitute a waiver of an extension to the Contract Time for that delay, unless the Owner deems to waive such requirements or nonetheless accepts a claim for extension of time. If the Schedule of Work has been updated and/or revised either at the direction of Owner or with approval of Owner and positive total float has been created, such float shall be allocated to the Parties in proportion to the extent one Party's schedule activities created such float.

8.1.5 In the event Section 8.1.2 of this Agreement is not legally enforceable and/or Subcontractor is not limited to the sole remedy of an extension of time, Subcontractor's damages shall be limited to only those amounts Contractor actually recovers from Owner for Subcontractor's alleged delays as set forth in Section 8.2.5 of this Agreement, except to the extent Subcontractor's damages arise from Contractor's failure to fulfill its obligations under the Prime Contract and/or this Agreement.

8.1.6 Owner's Approval of Time Extension Condition Precedent. Owner's approval of an extension of time to Contractor shall be a condition precedent to Contractor's approval of an extension of time to Subcontractor. If Owner denies a request for an extension of time due to the fault of Contractor and not due, in whole or in part, to the fault of Subcontractor,

Subcontractor may assert a claim in accordance with Sections 8.2 or 8.3 of this Agreement, whichever may be applicable.

8.1.7 Liquidated Damages. If liquidated damages under the Prime Contract are assessed against Contractor by Owner as a result of Subcontractor's failure to complete its Scope of Work in accordance with the Schedule of Work by the Contract Time, Contractor shall have the right to recover the amount of such damages from Subcontractor either by deducting such amount from any monies due or which may become due to Subcontractor or by otherwise assessing and charging such liquidated damages to Subcontractor. In the event that liquidated damages are assessed against Contractor resulting from the failure of Contractor or any of its other subcontractors to complete work on time, then Contractor shall apportion such damages among the parties whose failure caused such liquidated damages to be assessed. The Subcontractor hereby agrees to pay the aforesaid amounts as fixed, agreed and liquidated damages, and the Parties agree and acknowledge that this does not constitute a penalty. The rights and remedies of the Contractor provided in this section shall not be exclusive and are in addition to any other rights and/or remedies provided under this Agreement or under any applicable law, statute, ordinance, rule, regulation, or other standard or requirement to obtain timely and diligent performance in accordance the Schedule of Work by the Contract Time. Subcontractor's liability for liquidated damages shall be limited to fifteen percent (15%) of the value of the Contract Price.

8.2 CLAIMS RELATING TO OWNER.

8.2.1 Claims by Subcontractor.

8.2.1.1 Subcontractor shall pass-through any of its claims to Owner through the Contractor that may relate to Subcontractor's Scope of Work or Subcontractor's rights and obligations (a "Parallel Issue"). Subcontractor agrees to make all claims arising from a Parallel Issue for any additional compensation or schedule extension for which Owner is or may be liable and Subcontractor shall provide all requisite notices and submissions to Contractor two (2) full business days prior to the date that Contractor is required to provide its notices and submissions to Owner under the Prime Contract. Upon receipt of a properly submitted and substantiated claim, Contractor shall promptly submit such claim to Owner for consideration in good faith. Subcontractor shall assist Contractor regarding Subcontractor's claim to the extent necessary to allow Contractor to satisfy Contractor's obligations to Owner under the Prime Contract. Subcontractor shall be bound to the final decision of the Chief Procurement Officer ("Owner's Determination") of Subcontractor's claims to the same extent that Contractor is bound to Owner's Determination of Contractor's claims under the Prime Contract.

8.2.1.2 After Owner's Determination of a claim arising from a Parallel Issue (a "Parallel Claim") denying the recovery or other relief sought by the Subcontractor from the Owner (the "Claim Recovery"), upon written request of Subcontractor, Contractor shall, in accordance with the dispute resolution provisions of the Prime Contract, institute an action, proceeding or judicial review on behalf of Subcontractor (a "Recovery Action") with the goal of obtaining from the Owner the desired Claim Recovery relating to the Parallel Claim. Following consultation with Contractor, Subcontractor will choose counsel to prosecute the Recovery Action and will keep Contractor informed regarding the progress thereof.

8.2.2 Claims by Owner. Subcontractor agrees to and expressly acknowledges that pursuant to the Prime Contract, Owner has the right to claim directly against Subcontractor in the performance of the Scope of Work. Contractor has collaterally assigned this Agreement to the City of Chicago, effective upon written assumption of such assignment by the City in the event of Contractor's default or early termination of Contractor's contract with the City. Subcontractor hereby consents to such assignment and assumption. Subcontractor acknowledges and agrees that, in the event of such an assignment and assumption, the City will have no liability to Subcontractor for work performed by Subcontractor prior to the effective date of the assignment and assumption and that Subcontractor shall look solely to Contractor for any compensation or other obligations arising under this Agreement prior to such date. Furthermore, without prejudice to Contractor's other remedies available to it, Contractor may pass through to Subcontractor any Owner claims downstream to the extent they relate to Subcontractor's Scope of Work or Subcontractor's rights and obligations.

8.2.3 Procedure. The Parties shall otherwise follow the claims and dispute resolution procedure set out in the Prime Contract with respect to Section 8.2.1 and 8.2.2.

8.2.4 Indemnification & Costs.

8.2.4.1 Subcontractor will indemnify, defend and hold Contractor harmless from and against adverse judgments, liabilities, damages, fines, penalties, costs, expenses, settlements and fees (including third party Attorneys' fees) (excluding internal costs) imposed upon Contractor arising out of or in connection with the Recovery Action. If Contractor retains its own counsel, it will pay for the fees and costs associated therewith.

8.2.4.2 In the event that Contractor institutes an action or proceeding or judicial review of a claim or dispute comprised of claims involving both Contractor and Subcontractor, Contractor shall select the attorneys, consultants, and other third parties that Contractor believes are necessary to pursue the action, proceeding, or appeal. If Subcontractor accepts representation by Contractor's chosen attorneys, consultants, and other third parties, then Subcontractor shall pay its pro-rata (in accordance with the amounts claimed) share of all costs attributable thereto, including attorneys' fees. If Subcontractor does not accept representation by Contractor's chosen attorneys, consultants, and other third parties, then Subcontractor may select its own attorneys, consultants, and third parties to represent it, and Subcontractor shall pay all costs attributable thereto, including attorneys' fees and Contractor shall pay all of its own costs for the attorneys, consultants, and other third parties that Contractor engages to represent it with respect to the claim. If Subcontractor accepts representation by Contractor's chosen attorneys, consultants, and third parties, Contractor shall keep Subcontractor informed regarding the prosecution and resolution of the action or proceeding in a timely manner. If Subcontractor declines representation by Contractor's chosen attorneys, consultants, and third parties, both Parties shall keep each other informed regarding the prosecution and resolution of the action or proceeding.

8.2.5 Claims Liquidating Agreement. Subcontractor shall have no cause of action against Contractor for any claim for additional compensation or damages to the extent to which Owner is or may be liable, unless and until Owner has paid such claim. Such payment is a condition precedent to Subcontractor filing a cause of action against Contractor in regard to

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such claim. In no event shall Contractor's obligation to Subcontractor exceed amounts Contractor receives from Owner.

8.3 PARTIES' CLAIMS AGAINST EACH OTHER.

8.3.1 Claims unrelated to Owner. In the event the Parties have a dispute or disagreement arising out of or relating to this Agreement that does not involve the Owner, the Parties shall first make all reasonable efforts to resolve such dispute by negotiation between representatives of the senior management of each Party. During such negotiations, each of the Parties shall, without prejudice, provide to the other Party open and timely written disclosure of relevant and non-confidential facts, information and documents to facilitate such negotiations. In addition, the Parties may mutually agree to seek the participation of a third-party, independent mediator to facilitate such discussions.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, excluding its conflict of law rules which may apply the laws of any other jurisdiction, and each party hereto agrees not to assert a defense in any proceeding that it is not subject to the laws of the State of Illinois. Any dispute or claim arising out of or relating to this Agreement that does not involve the Owner which the Parties are unable to resolve pursuant to the previous paragraph, shall be submitted to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois for final determination, and the Parties irrevocably agree to submit to the exercise of personal jurisdiction and to be bound by any final judgment rendered thereby provided no appeal has been taken or is available. The Parties hereby irrevocably waive any objection (including without limitation any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Agreement in the jurisdiction set forth above. The Parties agree that service of process on the other Party may be made, at the option of the pursuing Party, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by the other Party, or by personal delivery on any officer, director, or managing or general agent of the other Party.

The Parties hereby expressly acknowledge and agree that Contractor's surety is an intended third party beneficiary of this Section.

8.3.2 Costs. In the event any litigation arises between Contractor and/or Contractor's surety and Subcontractor and/or Subcontractor's surety over the provisions of this Agreement, the Scope of Work, payment therefore or otherwise, the prevailing party shall be entitled to recover all costs and expenses incurred including, but not limited to, court costs, and attorneys' fees, arising before, during, or after mediation, arbitration, trial or other method of dispute resolution.

8.3.2 Waiver Of Consequential and Punitive Damages For Parties' Claims Against Each Other. Except as provided in Prime Contract General Conditions, Section 2.1.6 (Indemnity) and Exhibit 6 (ARTICLE XIV. SAFETY AND ENVIRONMENT) and the Prime Contract Special Provisions, Section 9.1 (Liquidated Damages), the Parties agree that they mutually waive any claims for consequential damages. This mutual waiver includes: i) damages incurred

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by either Party for losses of use, income, profit, financing, business and reputation; and for the loss of management or employee productivity or of the services of such persons; and ii) damages incurred by a Party for principal office expenses of every sort whatsoever, including, without limitation, the compensation of personnel stationed there; loss of financing; impairment of bonding capacity; loss of business and reputation; loss related to goodwill; and for loss of profit; provided, however that this mutual waiver of consequential damages shall not apply: a) to breaches of the confidentiality and/or intellectual property rights; and b) to the extent such damages defined in this provision are recoverable losses under the insurance required under this Agreement.

SECTION 9 - INDEMNITY, BONDS AND SECURITY, AND INSURANCE

9.1 INDEMNITY AND LIMITATION OF LIABILITY.

9.1.1 Indemnity Related to the Owner. The Subcontractor agrees to protect, defend, indemnify, and hold the Contractor (to the extent Contractor is required to protect, defend, indemnify and hold harmless the other Indemnified Parties), Owner, the Commissioner, and their respective officers, officials, representatives, and employees (hereafter "the Indemnified Parties"), free and harmless from and against any and all claims, damages, demands, injury or death, arising out of or being in any way connected with Subcontractor's negligent performance or non-performance of this Subcontract or any error or omission or negligent performance or willfully wrongful act of the Subcontractor or any person employed by the Subcontractor or any subcontractor or consultant retained by the Subcontractor in connection with this Agreement, except as otherwise provided in 740 ILCS 35. The indemnification provided herein will be effective to the maximum extent permitted by applicable law. This indemnity extends to all legal costs including without limitation: attorney fees, costs, liens, judgments, settlements, penalties, professional fees, or other expenses incurred by the Indemnified Parties, including but not limited to, fines and penalties imposed by public bodies and the reasonable settlement of such claims. This indemnification is not limited by any amount of insurance required under this Agreement. Further, the indemnity contained in this section will survive the expiration or termination of this Agreement.

To the extent permissible by law, Subcontractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any losses, including any claim by an employee of Subcontractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq or any other law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The Contractor and the Owner, however, do not waive any limitations it may have on its liability under the Illinois Pension Code.

The Subcontractor shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractors, agents, or servants of Subcontractor even though the claimant may allege that the Indemnified Parties were in charge of the Work or allege negligence on the part of the Indemnified Parties. The Contractor and Owner will have the right, at their sole option, to participate in the defense of any such suit, without relieving the Subcontractor of its obligations hereunder.

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"Injury" or "damage" as these words are used in this section will be construed to include, but shall not be limited to, injury or damage consequent upon the failure of or use or misuse by Subcontractor, its subcontractors, agents, servants, or employees, of any scaffolding, hoist cranes, stays, ladders, supports, rigging, blocking or any and all other kinds of items of equipment, whether or not the same be owned, furnished, or loaned by the Indemnified Parties.

The Subcontractor will promptly provide, or cause to be provided, to the Contractor, Owner and the City copies of such notices as Subcontractor may receive of any claims, actions, or suits as may be given or filed in connection with the Subcontractor's performance or the performance of any subcontractor and for which the Indemnified Parties are entitled to indemnification hereunder and to give the Indemnified Parties authority, information, and assistance for the defense of any claim or action.

9.1.2 In the event that a Party defaults in the performance of its obligations under this Agreement, or negligently causes any damage to a third party, such Party shall undertake and agree to indemnify and hold harmless the other Party from and against any liability, cost, expense (including reasonable attorneys' fees) or damages to the extent arising out of such default or negligence. Each Party shall use all reasonable efforts to mitigate its loss in the event of the other Party's default under the Subcontract.

9.1.3 Limitation of Liability. Each Party's respective aggregate liability towards the other for damages under this Agreement ("Liability Cap") shall not in any circumstances exceed 100% of the total Contract Price, provided, however, that the following shall be excluded from the Liability Cap: (A) damages relating to personal injury or death; (B) damages arising as a result of the gross negligence, willful default or fraud of a Party; and (C) damages paid by one Party ("Indemnifying Party") to the other Party by way of the Indemnifying Party's indemnification of the other Party for third party claims to the extent such damages arise from the Indemnifying Party's negligent performance or non-performance of this Agreement, any error or omission or negligent or willfully wrongful act of the Indemnifying Party or of any person employed by the Indemnifying Party or of any subcontractor or consultant retained by the Indemnifying Party in connection with this Agreement.

9.1.4 Survival. This Section 9.1 shall survive the Agreement's expiration or termination.

9.2 BONDS AND SECURITY

9.2.1 Bonds, Letters of Credit and Parent Company Guarantees Generally.

9.2.1.1 Generally; Requirements for Sureties. Subcontractor shall timely deliver and maintain the bonds and parent company guarantee in the amounts and for the time periods established in this Agreement. Any bonds required of the Subcontractor by this Agreement shall be written through a surety authorized to do business in the State of Illinois as Surety and otherwise meeting all of the minimum requirements for sureties stated in the Prime

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Contract. Any bonds required of Subcontractor by the Contract shall be written by a Surety that satisfies all of the standards described in the Prime Contract.

9.2.1.2 Cost of Bonds and Parent Company Guarantees. The cost to Subcontractor of all bonds, and parent company guarantees required by this Agreement are included in the Contract Price. Contractor will not make any separate payment to Subcontractor for the cost of any bond or parent company guarantee required by the Contract unless granted by the Owner.

9.2.1.3 Time for Delivery of Security to Contractor. Unless otherwise specified in this Agreement, all instruments of security required of Subcontractor by this Agreement shall be delivered to Contractor by no later than one (1) business day prior to Contractor's deadline for delivery of its bonds to Owner.

9.2.1.4 Insolvency of Surety. If the Surety on a bond provided by Subcontractor becomes insolvent, is placed into receivership, has its right to do business in its state of domicile or the State of Illinois suspended or revoked under applicable law or otherwise fails to continue to meet any minimum requirements established in this Agreement (a "Distressed Surety"), Contractor may withhold payments to Subcontractor until Subcontractor gives Contractor a good and sufficient bond in lieu of the bond issued by the Distressed Surety.

9.2.1.5 Cancellation of Bond or Non-Payment of Bond Premium. Cancellation of any bond furnished by Subcontractor or Subcontractor's failure to pay the premium on any bond that it furnishes as required under this Agreement shall be a material breach of this Agreement. In addition to any legal remedies provided herein or by law, Contractor may terminate this Agreement or pay Subcontractor's bond premiums and deduct the amount of its premium payments from any payment to Subcontractor.

9.2.2 Surety Bonds. Upon execution of this Agreement, Subcontractor shall provide a Performance and Payment Bond (the "Bond") pursuant to Prime Contract General Provision Exhibit 5, and in an amount equal to \$54,030,565.20. The Bond shall be reduced as follows: (1) to \$35,119,867.38 when fifty (50%) of the required number of vehicles are delivered and accepted, (2) to \$16,209,169.56 when one hundred (100%) of the required number of vehicles are delivered and accepted, and (3) to zero (0%) of the original amount upon the one (1) year anniversary of Substantial Completion or upon Final Acceptance (as such terms are defined in the Prime Contract), whichever is later, at which time no further bond is required. Subcontractor may not change its surety without prior written consent of the Contractor and Owner. The Bond shall be conditioned upon and cover, among other things, the faithful performance and payment of the Scope of Work, in compliance with all the terms, provisions, and conditions of this Agreement. The surety providing the Bond must appear on the listing of sureties approved by the U.S. Department of Treasury in its Circular 570 and shall have a Best's Key Rating Guide of "B+" or greater from A.M. Best Company. The surety must have bonding capacity per Circular 570 equal to or in excess of the Contract Price without need for reinsurance.

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9.2.3 Parent Company Guarantee. Upon execution of this Agreement, the Subcontractor agrees to obtain a performance guarantee, in the form attached as Exhibit "G" , under which Bombardier Inc., as the guarantor, shall guarantee to the Owner, as beneficiary, the delivery of vehicles and system equipment for the Project. Such guarantee shall be effective from a date that is no later than the Notice to Proceed until terminated pursuant to the terms of such guarantee.

9.3 INSURANCE.

9.3.1 Insurance – General. In order to carry out Subcontractor's obligation to Contractor, Subcontractor's overall obligation to protect others and Subcontractor's indemnity obligations in this Agreement, Subcontractor shall at its own expense purchase and maintain insurance coverage necessary to meet the requirements of the Prime Contract, as they apply to its Scope of Work, from a company or companies lawfully authorized to do business in the State of Illinois and reasonably satisfactory to Contractor. Such insurance shall be maintained, without interruption, as long as is necessary to meet the requirements of the Prime Contract.

Subcontractor shall comply with all terms of the Prime Contract with regard to subcontractor insurance requirements including enrollment, subject to eligibility in any Owner Controlled Insurance Program and subject to Clause 9.3.2 hereof. Subcontractor shall assess the terms and conditions of such policies and shall purchase any other insurance it believes is necessary to protect its interests. Subcontractor shall pay any deductible resulting from any claims related to the Scope of Work made against any applicable insurance policy related to the Scope of Work; provided, however, that Subcontractor shall not be required to pay any such deductibles to the extent that the underlying insured loss arises from Contractor's negligence.

9.3.2 Insurance – General. The Subcontractor's minimum insurance requirements include but are not limited to the insurance requirements set out in Exhibit "H".

Without limiting the foregoing, Subcontractor shall not be required to provide Professional Indemnity Insurance, but Subcontractor's CGL insurance coverage shall be required to include Products Liability/Completed Operations Coverage. Subcontractor's insurance shall be maintained, without interruption, as long as is necessary to meet the requirements of the Prime Contract and the warranty period established by the Prime Contract (i.e. not less than 5 years following final completion of the Project). All insurance required shall be primary and non-contributory. Subcontractor shall comply with all requirements of this Section 9.3.

9.3.3 Certificates of Insurance. Subcontractor shall deliver acceptable certificates of insurance using a standard ACORD format reflecting the Owner's standard certificate language to Contractor five (5) business days prior to the commencement of the Scope of Work. Certificates shall clearly indicate that Subcontractor obtained insurance in the type, amount, and classifications required by this Agreement. These Certificates and/or if requested in writing by the Owner, certified copies of the insurance policies required herein, shall contain a provision that coverage afforded under the policies shall not be canceled, not renewed,

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reduced in coverage or limits, or allowed to expire until at least thirty (30) days prior written notice has been given to the Contractor.

Proof of this notice provision shall be a condition precedent to payment by Contractor to Subcontractor and cannot be waived absent express written authorization from Contractor's authorized representatives.

9.3.4 Additional Insured & Waiver of Subrogation. All policies of insurance except Workers' Compensation shall name the Contractor and Owner as an Additional Insured. All policies of insurance including Workers' Compensation shall waive all rights of subrogation in favor of the Contractor. The additional insured coverage shall apply on a primary and non-contributory basis relative to any other coverage available to the Contractor. The additional insured policy must include coverage language for both on-going and completed operations. Failure to comply with this Section shall be deemed a material default under this Agreement.

9.3.5 Failure to Maintain Insurance. In the event Subcontractor fails to maintain any or part of the insurance required under this Agreement, without limiting its remedies, Contractor may purchase such insurance and charge the cost thereof to Subcontractor, plus all incidental expenses and damages arising therefrom.

9.3.6 No Limitation of Liability. Compliance with this Agreement's insurance requirements will not release or limit Subcontractor's liability under any part of this Agreement.

9.3.7 Deductibles. Subcontractor shall be responsible for any deductible resulting from insurance claim(s) made against its own policies or against the Contractor's policies as they may apply to Subcontractor in connection with the Scope of Work including, without limitation, claims arising from Subcontractor's performance or non-performance of its Work, Subcontractor's or Subcontractor's sub-tier's acts or omissions, and claims from third parties caused by an act or omission of Subcontractor or Subcontractor's sub-tiers. If a claim is made against an insurance policy and the claim is in connection with the Scope of Work, Subcontractor shall pay the portion of the deductible associated with its portion of the claim. Contractor shall determine the apportionment of deductible amounts when required under this Section. For the avoidance of doubt, Subcontractor shall be responsible for deductibles where Subcontractor is at fault for the event causing the insurance claim and/or retains risk of loss of the insured property that is the subject of the insurance claim.

SECTION 10 – INTELLECTUAL PROPERTY

10.1 NON-INFRINGEMENT. Subcontractor represents and warrants that the Scope of Work, including any methods, processes, designs, information, or other items furnished or communicated to Contractor and/or Owner pursuant to this Agreement, shall not result in or contribute to, and shall be free of, any rightful claim of any third party for infringement of any patent, copyright or other intellectual property right. Subcontractor shall indemnify, defend and hold harmless the Contractor and Owner from and against any and all claims and damages which the Contractor and/or Owner may suffer or pay by reason of any claims, suits or disputes

arising out of any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights, inventions or other intellectual property, proprietary or confidentiality rights relating to the Scope of Services performed by Subcontractor or any of its subcontractors or suppliers under or in connection with this Agreement, including methods, processes, designs, information, or other items furnished or communicated to Contractor and/or Owner, subject to applicable law.

10.2 OWNERSHIP AND LICENSE OF DOCUMENTS AND INTELLECTUAL PROPERTY. Subcontractor agrees to be bound by, and shall assume toward Owner, all of the obligations and responsibilities that the Contractor assumes from Owner under the Prime Contract with respect to ownership and license of documents and intellectual property as set out in the Prime Contract.

Subcontractor agrees to be bound by, and shall assume toward Contractor, all of the obligations and responsibilities that the Contractor assumes from Owner under the Prime Contract with respect to ownership of documents and intellectual property as set out in the Prime Contract. Such obligations and responsibilities include but are not limited to those set out in the following provisions of the Prime Contract:

- 10.2.1 General Provision Article 2.3.12;
- 10.2.2 General Provision Article 3.10;
- 10.2.3 General Provision Article 3.11; and
- 10.2.4 Section XIX.FF of Exhibit 6 to the General Provisions.
- 10.2.5 Special Provisions 6.1.10

For the avoidance of doubt, the Contractor shall not be granted ownership of or license in any intellectual property provided by Subcontractor beyond that which is necessary for it to comply with and perform the Prime Contract.

SECTION 11 – CONFIDENTIALITY

11.1 CONFIDENTIALITY AS RELATED TO OWNER. All deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Subcontractor under this Agreement are property of the Owner and are confidential, except as specifically authorized in this Agreement or as may be required by law. Subcontractor must not allow the Deliverables to be made available to any other individual or organization other than the Owner without the prior written consent of the other Party or the Owner. Further, all documents and other information provided to Subcontractor by the Contractor are confidential and must not be made available to any other individual or organization without the prior written consent of the Contractor. Subcontractor must implement such measures as may be necessary to ensure that its staff and its subcontractors are bound by the confidentiality provisions contained in this Agreement. However, Subcontractor shall not be liable for disclosure of Data if Subcontractor can establish by clear and convincing evidence that (a) such Data previously became publicly known through no wrongful act or fault of Subcontractor; (b) such Data was developed by Subcontractor from public domain sources prior to the time of

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disclosure to Subcontractor by the Contractor; or (c) such Data is lawfully received from a third party having the right to disclose it without restriction and without any breach of an agreement between the third party and the Contractor or any affiliate.

Subcontractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Contractor. The foregoing shall not be deemed to limit the Subcontractor's ability to use publically available project information for business development and general marketing of its company or services, provided that such disclosure does not disparage the Contractor or Owner's reputation.

If Subcontractor is presented with a request for documents by any administrative agency, with a subpoena duces tecum, or other disclosure required by law regarding any records, data or documents which may be in Subcontractor's possession by reason of this Agreement, Subcontractor must immediately give notice to the Contractor with the understanding that the Contractor will have the opportunity to contest such process by any means available to it before the records or documents are submitted to a court or other third party, unless such notification is not legally permitted. Subcontractor, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

In the event that the Contractor receives confidential information of Subcontractor, the Contractor will have the benefit of the same exceptions to disclosure afforded to Subcontractor in this section, and may make any disclosure that in the reasonable opinion of the Contractor is legally required under the Illinois Freedom of Information Act or other legal requirement. If Subcontractor desires to be notified of disclosure, Subcontractor must affix a prominent notice of confidentiality to the confidential material, which must include information as to where notice may be sent and identify this Agreement. The notice should appear on the cover and on each page that contains confidential material. However, the Contractor will not be required to withhold delivery of the information beyond the time legally required, and will not notify Subcontractor regarding any information that has not been prominently marked.

11.2CONFIDENTIALITY BETWEEN THE PARTIES Each of the Parties hereto, to the extent of their respective rights and abilities to do so, shall exchange such technical and commercial information and data as are reasonably required of each to perform its part of this joint effort, subject to any confidentiality obligations to third parties. Without limiting the obligation of Subcontractor to license any intellectual or proprietary information to Contractor under the Subcontract, each Party hereto agrees to keep in confidence and to use the same degree of care as it uses with respect to its own proprietary data to prevent the disclosure to third parties of all technical and confidential information and other confidential business information (hereinafter called "Confidential Data") received from any other Party under this Agreement (except as may otherwise be required by law), if such Confidential Data is disclosed in writing and designated by an appropriate stamp or legend by the disclosing Party to be of a confidential or proprietary nature or if the receiving Party should have reasonably known that the Confidential Data is of a confidential or proprietary nature. Data received by any Party from any other shall

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be used only for purposes relating to the joint pursuit of the Project. Such restrictions shall not apply, however, to the extent such Confidential Data: (a) was in the public domain at the time of disclosure or later comes into the public domain; or (b) was known to the receiving Party at the time of disclosure; or (c) is authorized for disclosure by the written approval of the transmitting Party; or (d) is derived by the receiving Party from a source (other than the disclosing Party) not known by the receiving Party to be bound by any confidentiality obligation with any Party hereto with respect to such information; or (e) is independently developed by the receiving Party without recourse to any Confidential Data provided under this Agreement. To the fullest extent permitted by law, the terms and conditions of this provision shall survive the expiration of this Agreement for all Confidential Information disclosed between the Parties.

SECTION 12 - GENERAL CONDITIONS

12.1 NO CREATION OF JOINT VENTURE OR PARTNERSHIP. Nothing herein shall be deemed to constitute, create, initiate, or otherwise recognize a joint venture, partnership, or formal business entity of any kind among Contractor and Subcontractor. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties, except as may be provided for in this Agreement.

12.2 NO AGENCY RELATIONSHIP. No individual performing services under this Subcontract on Subcontractor's behalf shall be deemed an agent or employee of Contractor. Subcontractor has full responsibility for acts or omissions of any individual performing services under this Subcontract on Subcontractor's behalf and is liable for any such individual's payroll, payroll taxes and payroll contributions imposed by federal, state or local law.

12.3 ASSIGNMENT. The Parties may not assign this Agreement without the prior written consent of the other; however, such consent shall not be unreasonably withheld from the Contractor. In no case will such consent relieve the Subcontractor from its obligations, or change the terms of this Agreement. Notwithstanding the foregoing, Subcontractor acknowledges and agrees to the Owner's right to require assignment of this Agreement to it pursuant to Prime Contract General Provision 2.6.4. Subcontractor agrees to comply with the Prime Contract with respect to Owners' required assignments.

12.4 NOTICE. Notices required under this Agreement to be given in writing and shall be personally served on the other Parties or sent by registered pre-paid mail or by any means of electronic communications so long as supported by evidence of delivery to the respective addresses specified below:

Contractor:

- (1) Chris Zepernick, 1216 140th Ave. Ct. East, Sumner, WA 98390
- (2) President, 1499 W. 120th Ave., Westminster, CO 80234

Subcontractor:

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(1) V.P. Contracts, 1501 Lebanon Church Rd., Pittsburgh, PA, 15236, U.S.A.

Fax: +1.412.655.5566.

(2) Rob Decostro, Project Manager, 1501 Lebanon Church

Rd., Pittsburgh, PA, 15236, U.S.A.

Fax: +1.412.650.6486

Each Party shall be deemed to be on notice upon the actual furnishing of notice in writing to the Party's authorized representative via hand-delivery or facsimile, or when three (3) calendar days have elapsed from the date the written notice is forwarded to the Party's designated principal place of business by U.S. Certified Mail Return Receipt Requested.

The Subcontractor agrees that service of process on the Subcontractor may be made, by registered or certified mail addressed to the applicable office as provided for herein. The Subcontractor designates and appoints the representative to be identified by Subcontractor on or before NTP, as its agent in Chicago, Illinois, to receive on its behalf service of all process (which representative will be available to receive such service at all times), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by the Subcontractor to the Contractor of the name and address of a new Agent for Service of Process who works within the geographical boundaries of the City of Chicago.

12.5 SEVERABILITY. If any term, provision, covenant, or condition of this Agreement or the application thereof to any person, entity, or circumstance, shall to any extent be or be declared to be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, term, covenant, and condition to any other person, entity, or circumstance shall not be affected thereby, and each other provision, term, covenant, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.6 MODIFICATION OF TERMS; AMENDMENTS. Nothing typed, printed, or written onto this Agreement shall modify any of the printed terms and conditions of this Agreement unless specific reference is made to the terms and conditions sought to be changed and the change is initialed by both Parties at the time this Agreement is executed. The Parties shall make no substitutions or changes in this Agreement without mutual agreement and written authority executed in the same manner and on the same terms as this original Agreement. No amendment or modification hereto shall be legal, valid and binding on the Parties hereto unless set forth in writing in a document expressly referencing this Agreement and signed by the Parties hereto.

12.7 Entire Agreement. This Agreement, together with all exhibits, schedules, and attachments, contain the entire understanding of the Parties with respect to the subject matter hereof and incorporates any and all prior agreements and commitments with respect thereto. There are no other oral understandings, terms or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Agreement.

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12.8 Third Party Beneficiary. Except as expressly provided in this Agreement, nothing contained in this Agreement shall in any way inure to the benefit of any third person (including the public at large) so as to make any person a third party beneficiary of this Agreement or of any one or more of the terms hereof or otherwise give rise to any cause of action in any person not a signatory hereto. Notwithstanding the foregoing, the Owner is expressly identified as a third party beneficiary of this Agreement.

12.8 Waiver. Contractor's or Subcontractor's election not to enforce strict compliance with the terms and provisions of this Agreement or an election by either Party not to exercise any rights or remedies under this Agreement shall not be deemed a waiver of any terms and conditions of this Agreement or of a breach of any terms and conditions of this Agreement.


12.9 Titles. Titles herein are for convenience and shall be disregarded in the interpretation of this Agreement.

12.10 Counterparts. This Agreement may be signed in counterparts and each counterpart taken together will be deemed to constitute one and the same instrument.

[SIGNATURES APPEAR ON NEXT PAGE.]

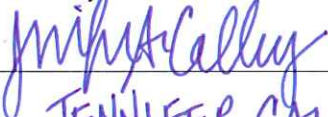
IN WITNESS WHEREOF, the Contractor and Subcontractor have hereunto set their hands and seals in duplicate the day and year first above written.

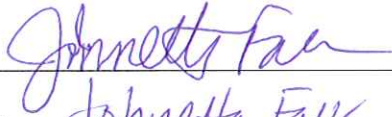
CONTRACTOR

By: 
Name: GARY HIGDON
Title: PRESIDENT

SUBCONTRACTOR

Witnessed by:

By: 
Name: JENNIFER CALLERY
Title: VICE PRESIDENT

By: 
Name: Johnetta Falk
Title: Secretary

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EXHIBIT LIST

Exhibit "A"	Preliminary Schedule	Arts. 2.2
Exhibit "B"	Scope of Work	Art. 3.1
Exhibit "C"	Part A - Subcontractor's WBS Price Breakdown Part B - Schedule of Values Part C - Cash Flow	Art. 5.1.1
Exhibit "D"	Milestone Schedule	Art. 6.1.3
Exhibit "E"	Key Personnel	Art. 6.1.7
Exhibit "F"	Handover Document	Art. 6.1.11
Exhibit "G"	Parent Company Guarantee	Art. 9.2.3
Exhibit "H"	Insurance Requirements	Art. 9.3.2

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Exhibit A - Preliminary Schedule

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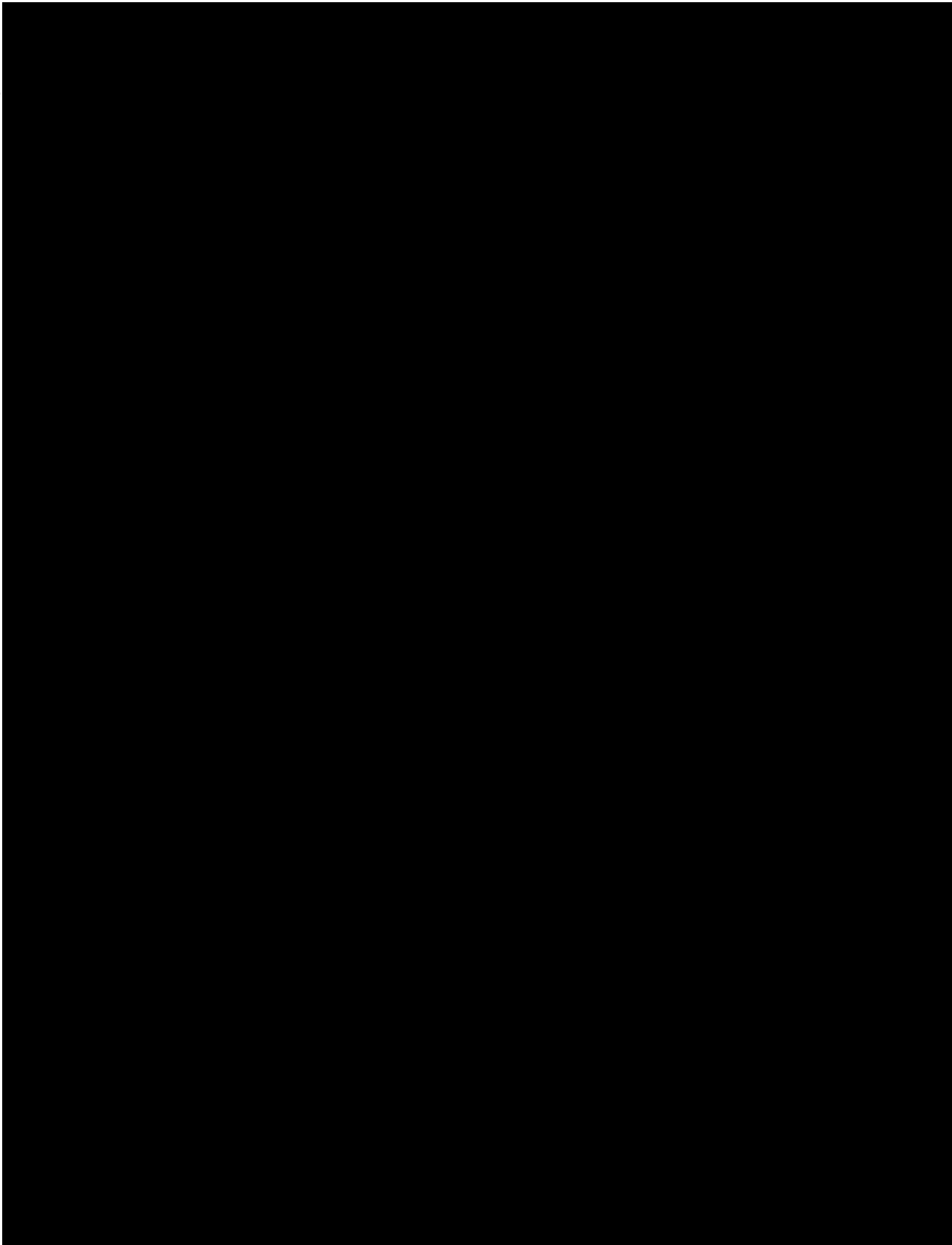
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Actual Work Milestone
Remaining Work Critical Remaining Work

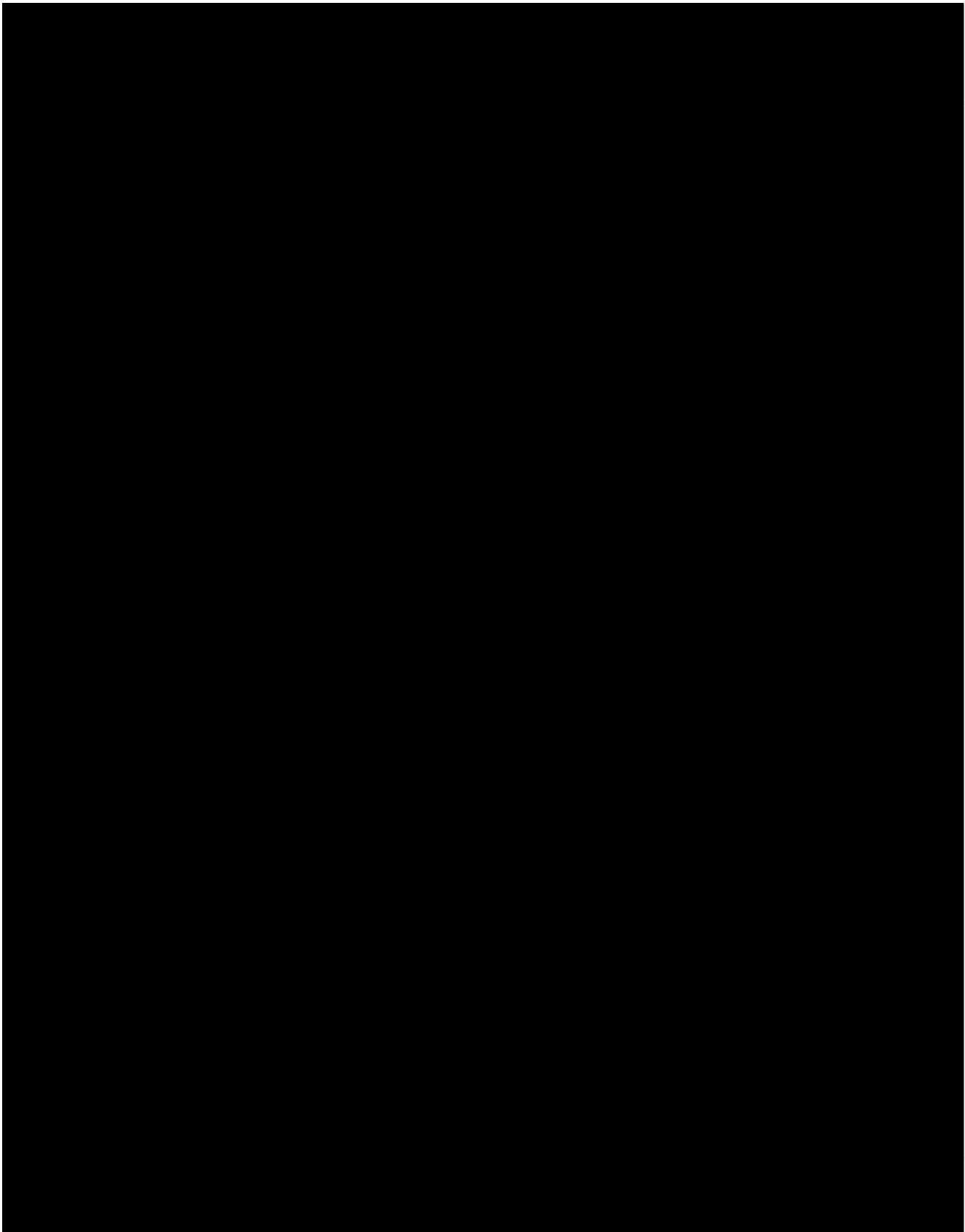
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Exhibit B - Scope of Work



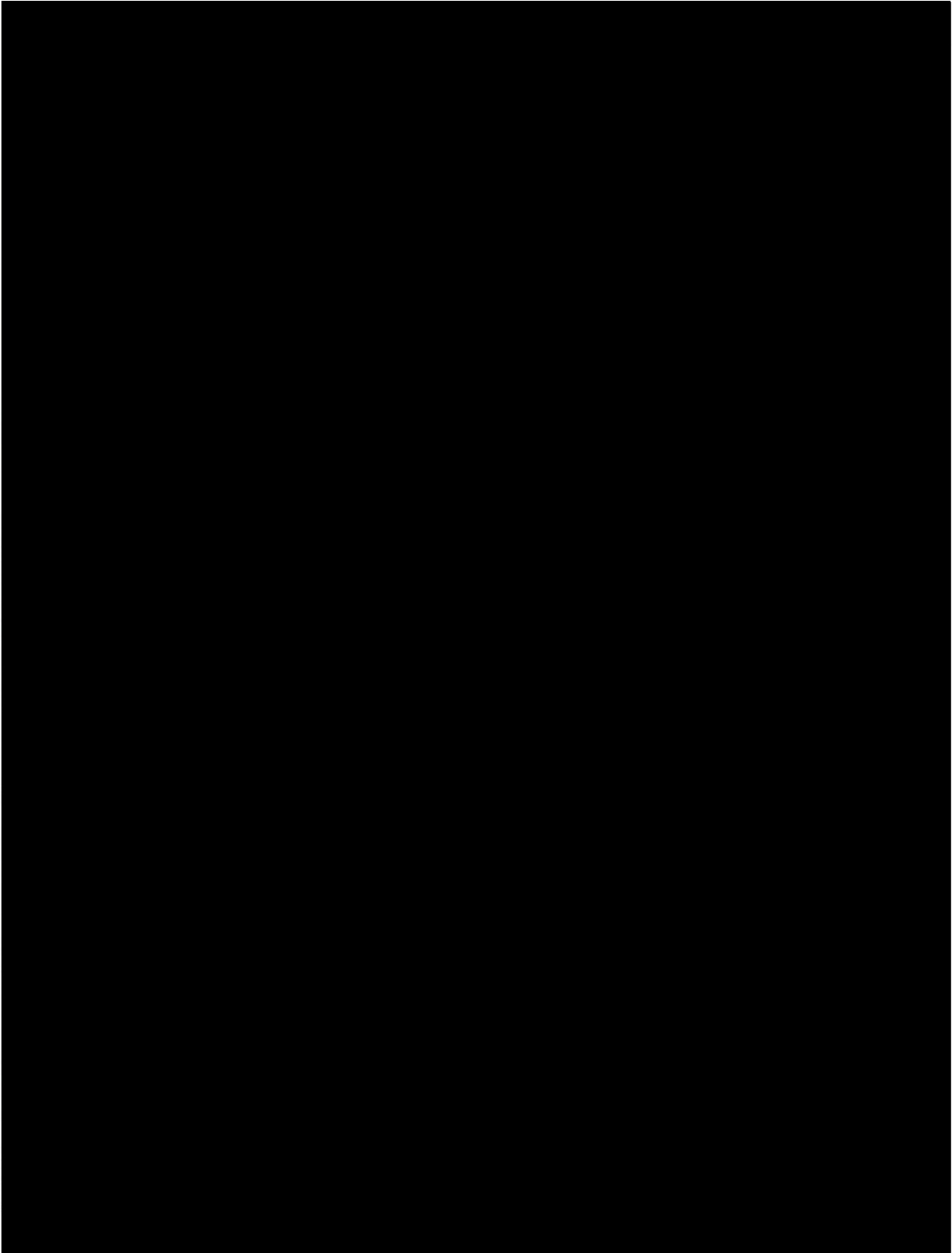
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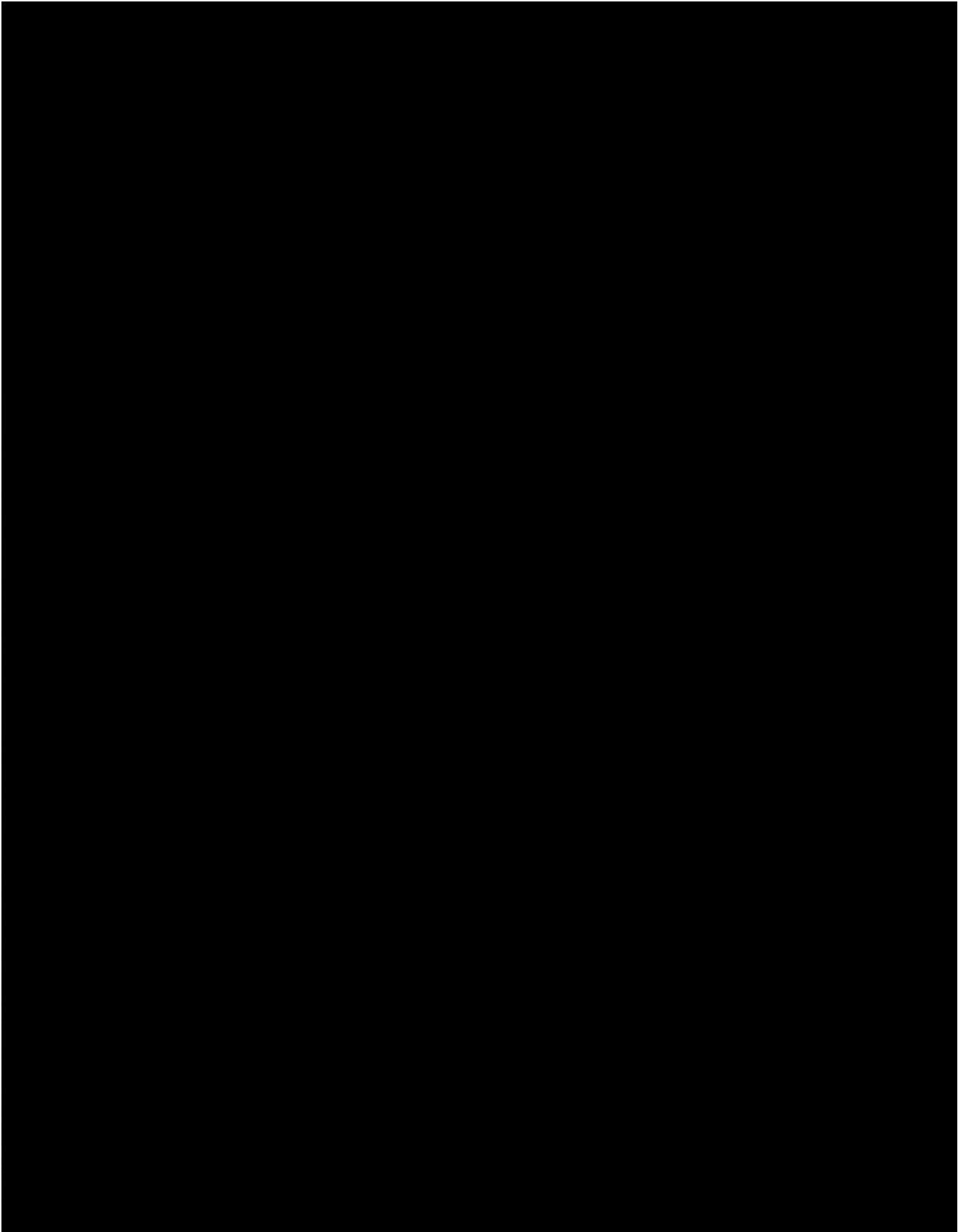
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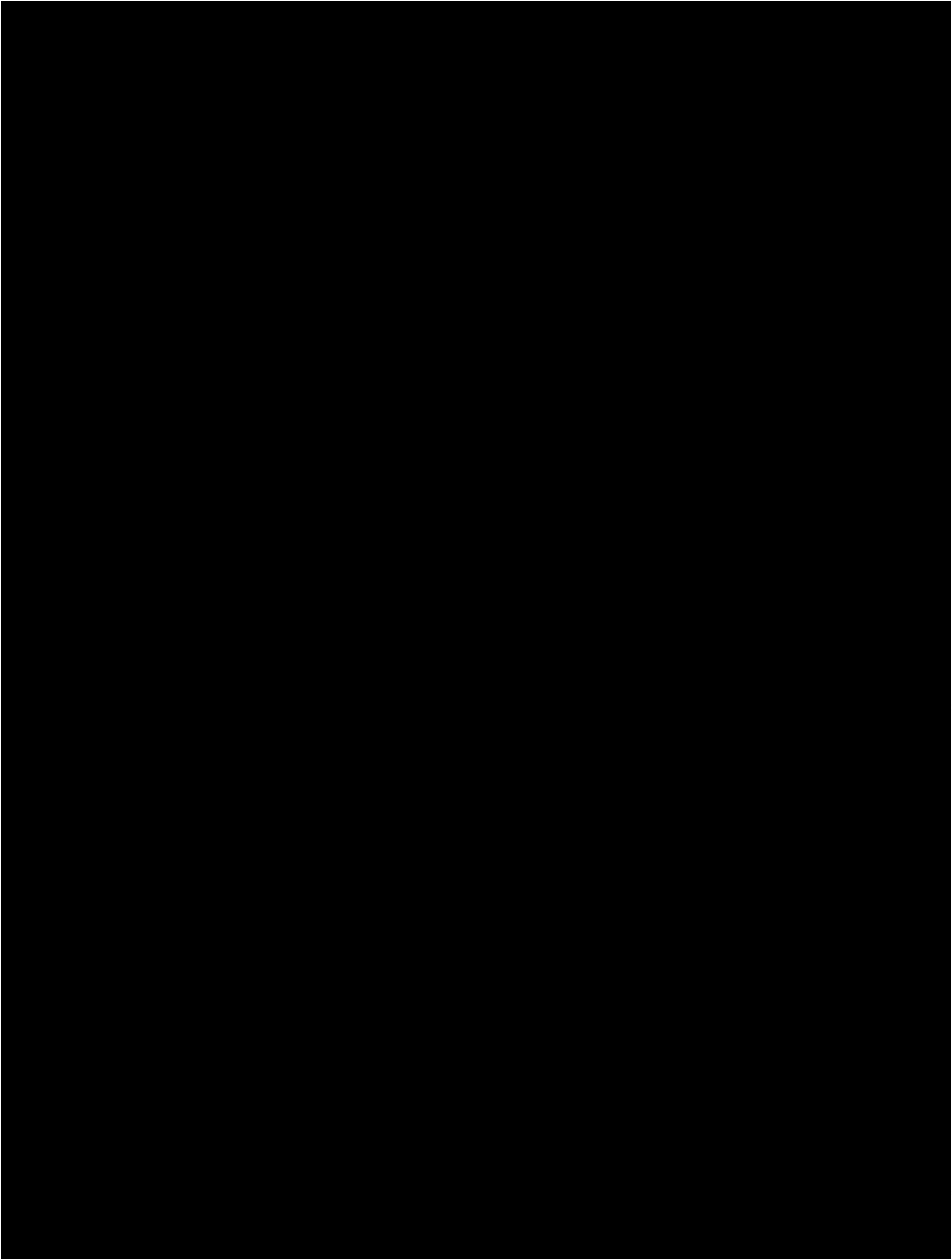
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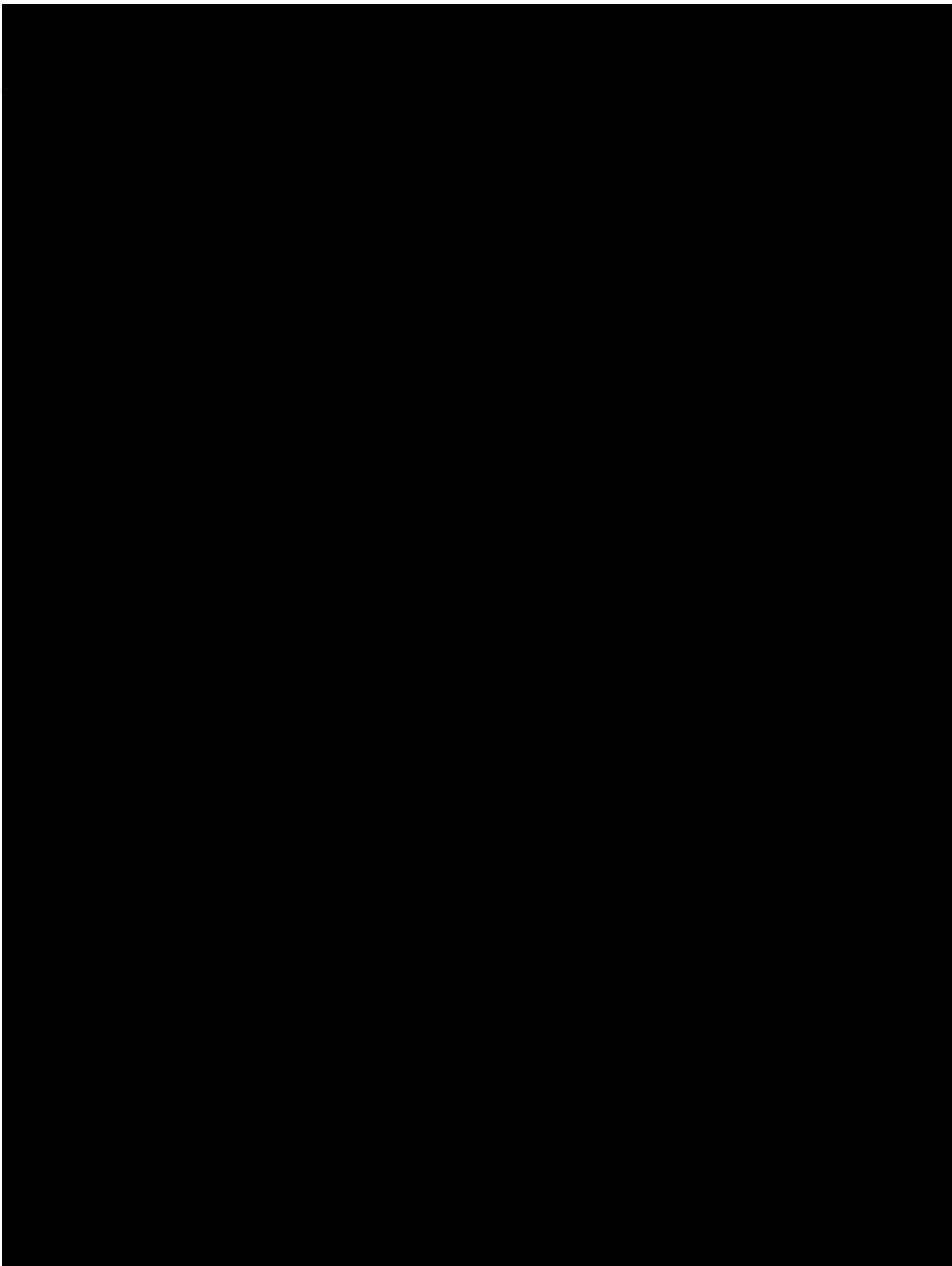
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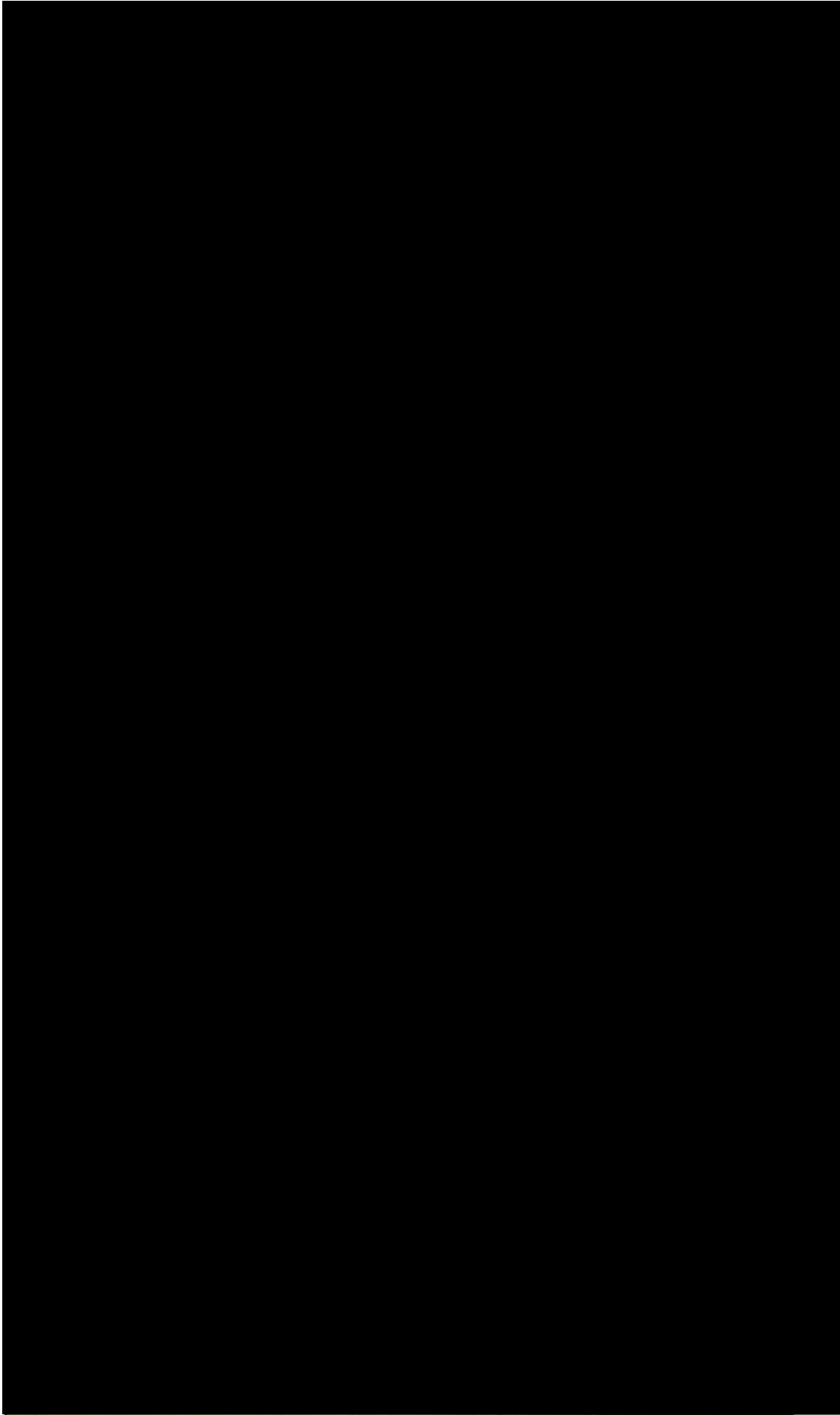
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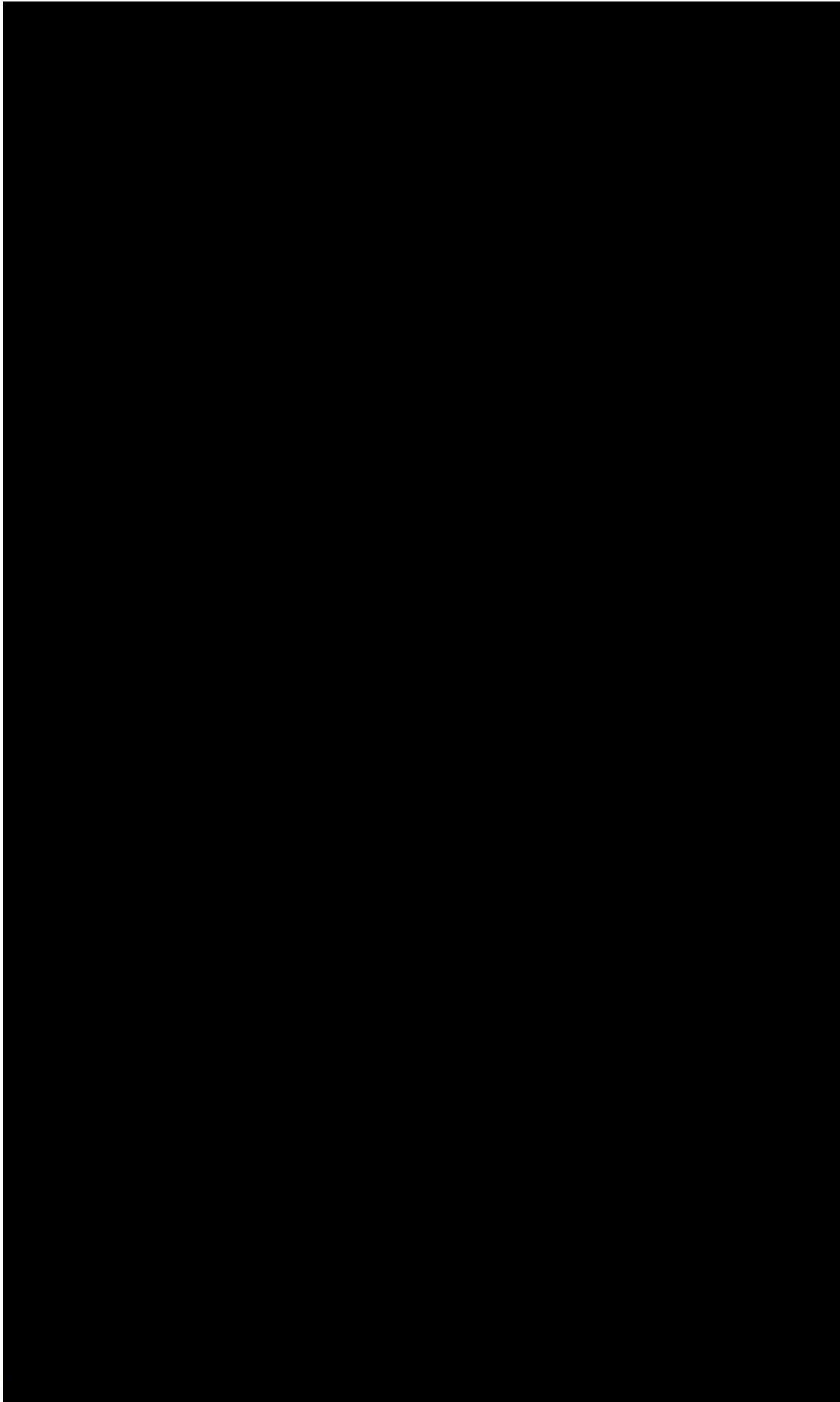
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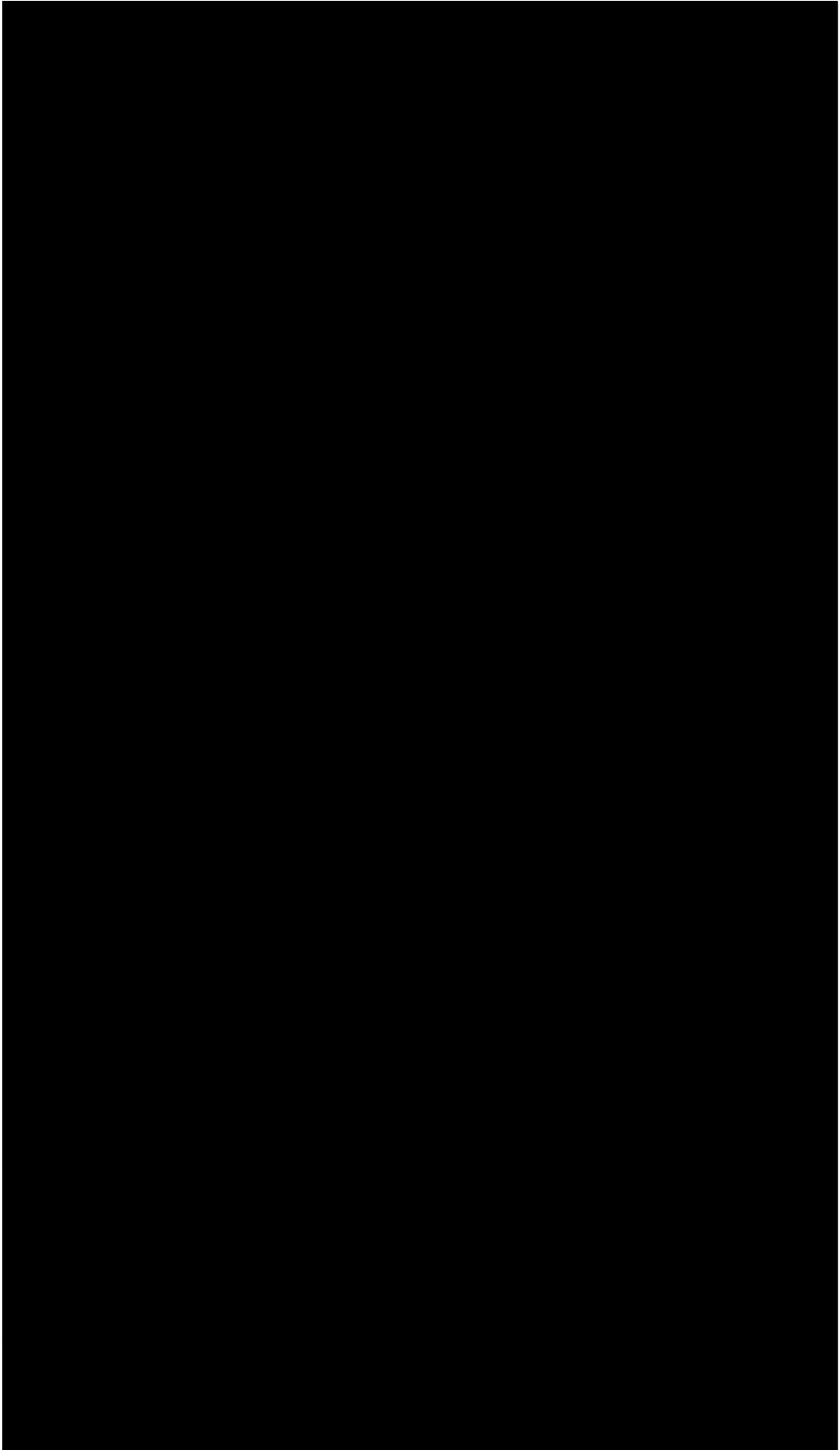
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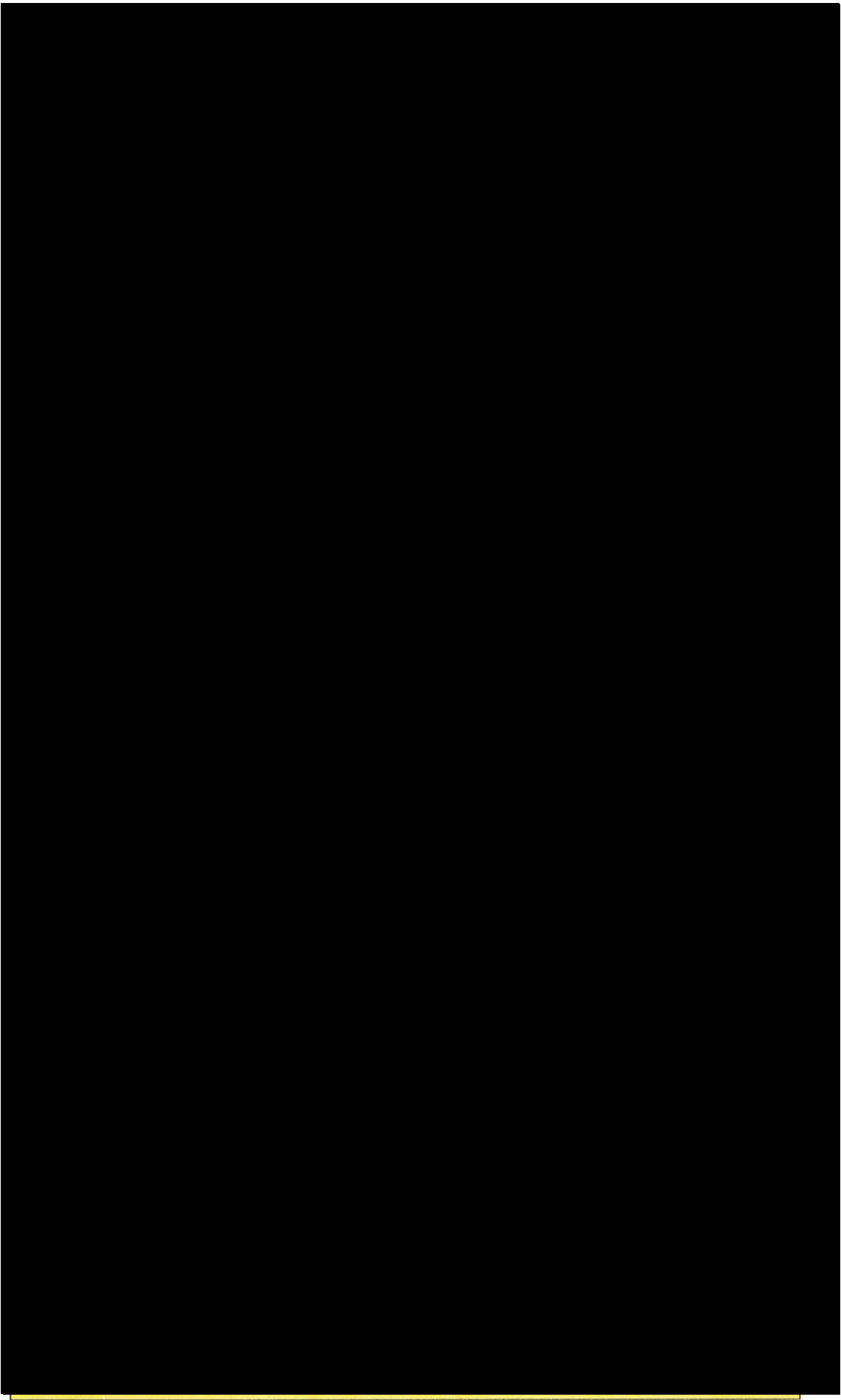


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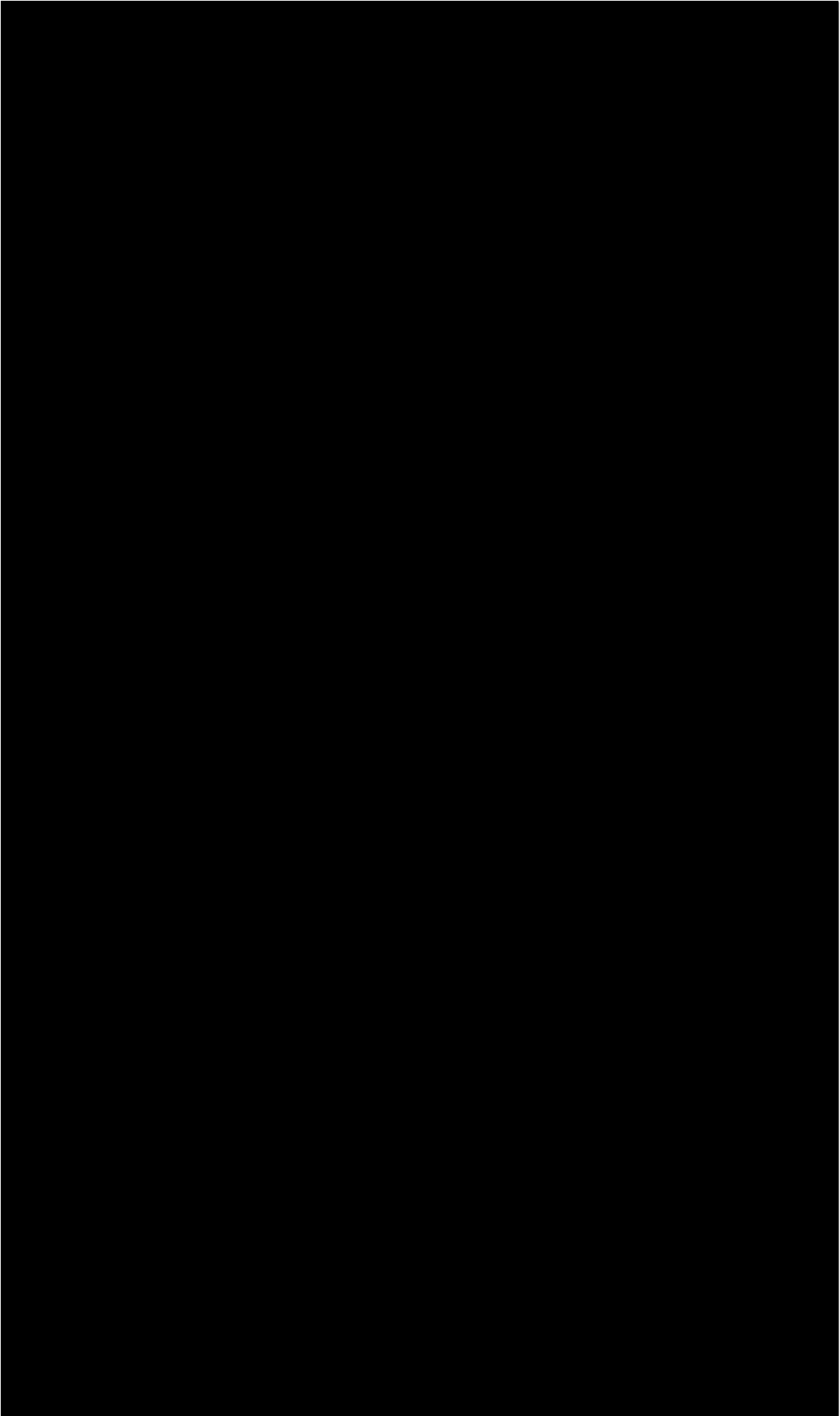
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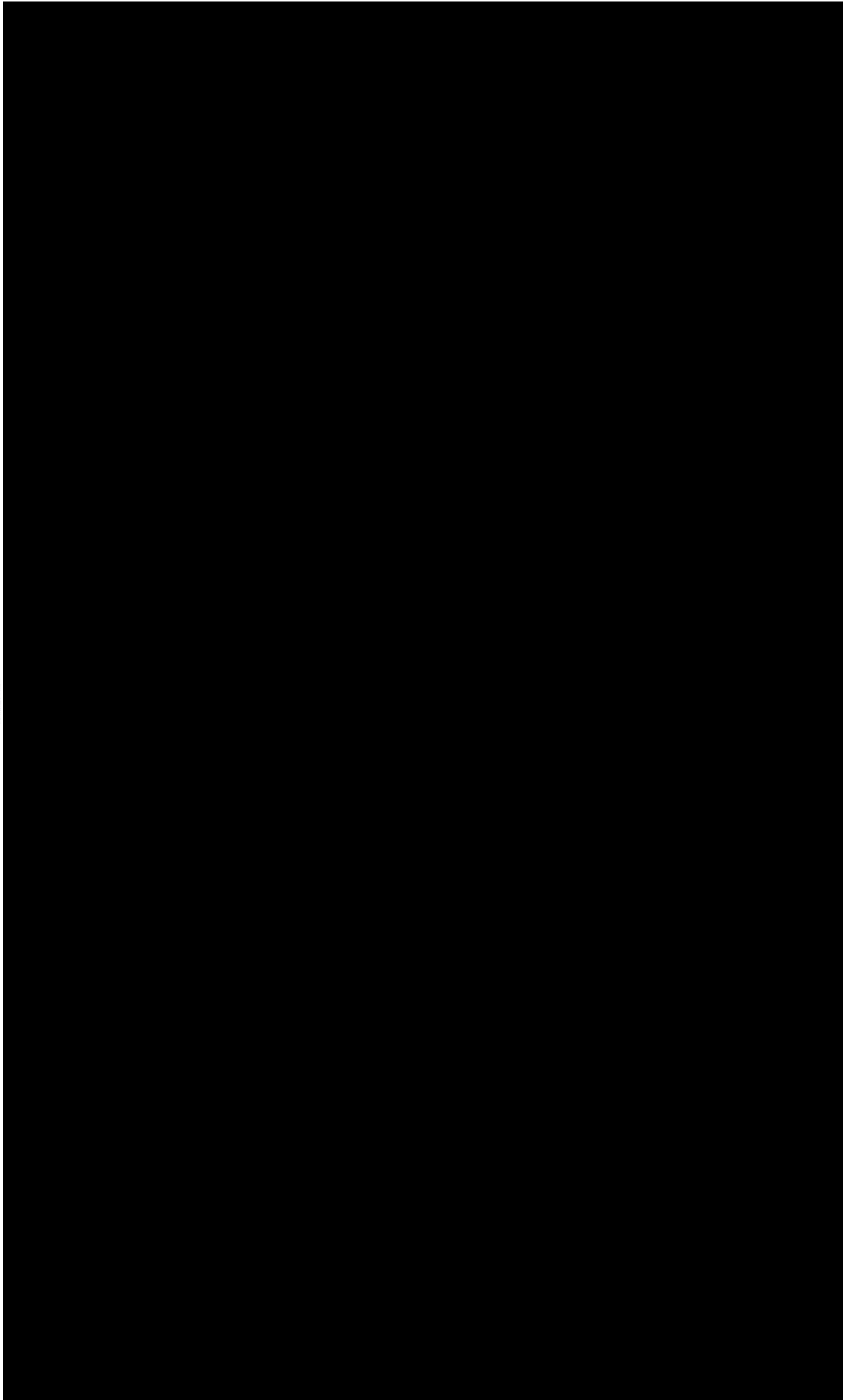


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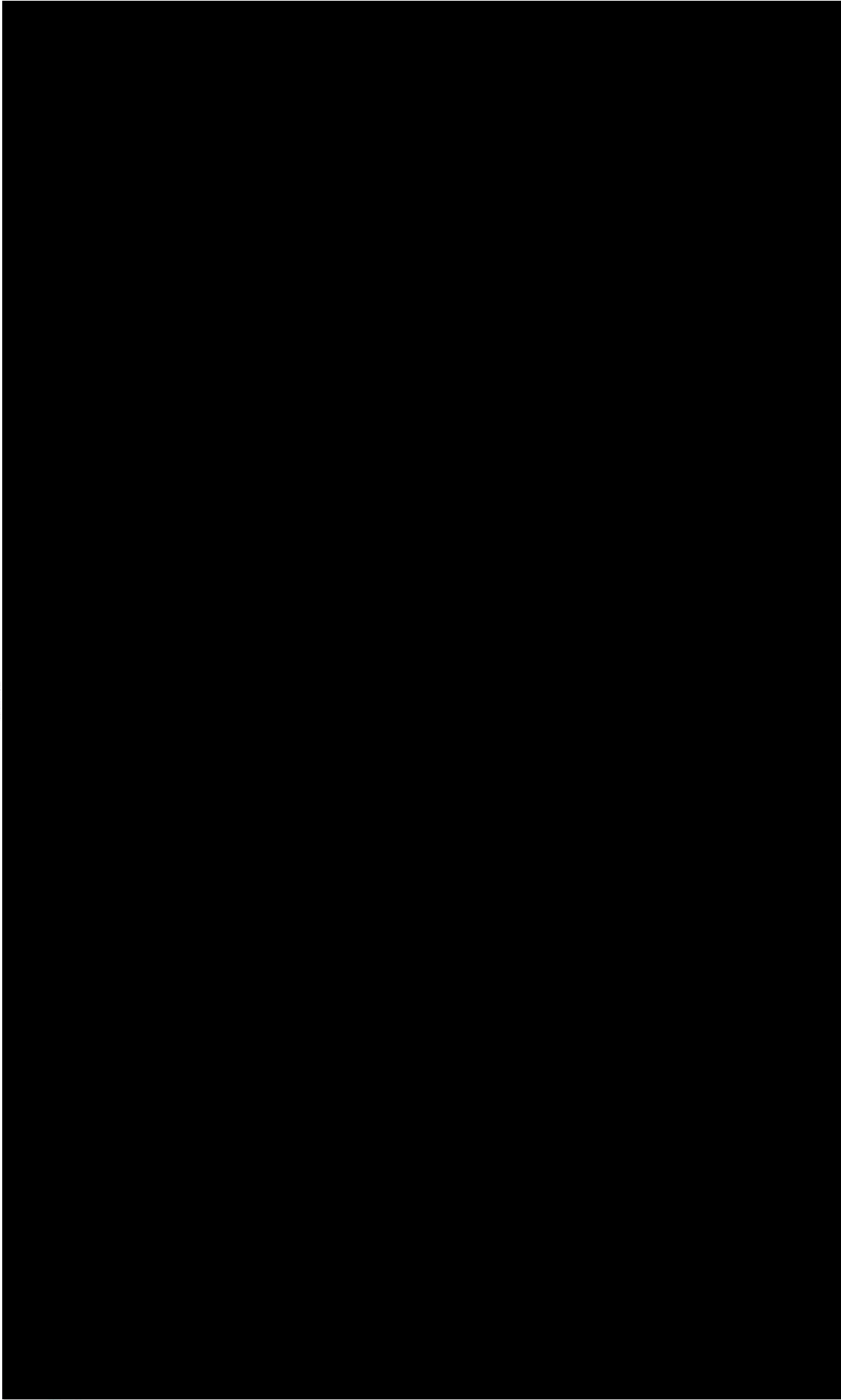
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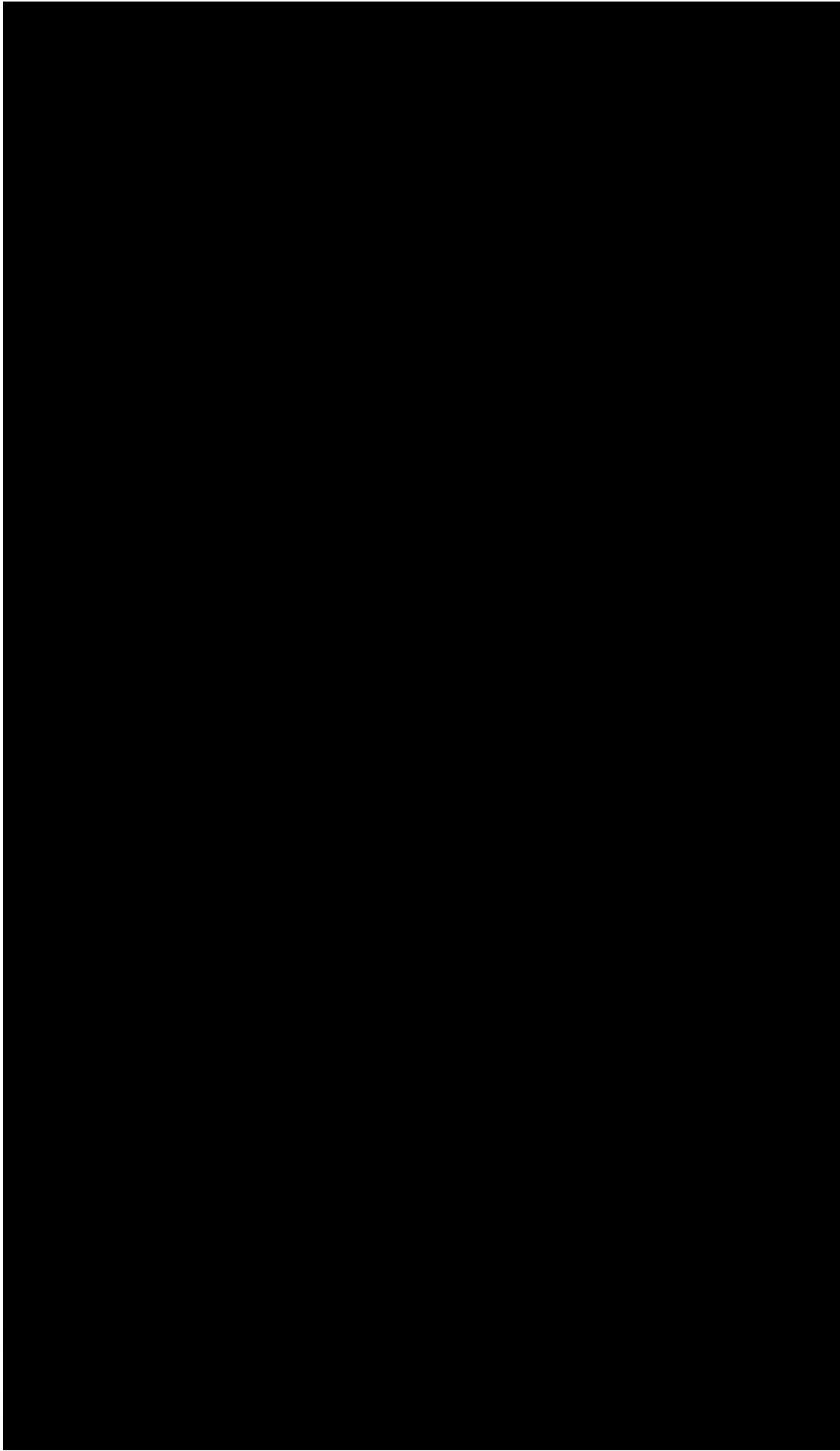
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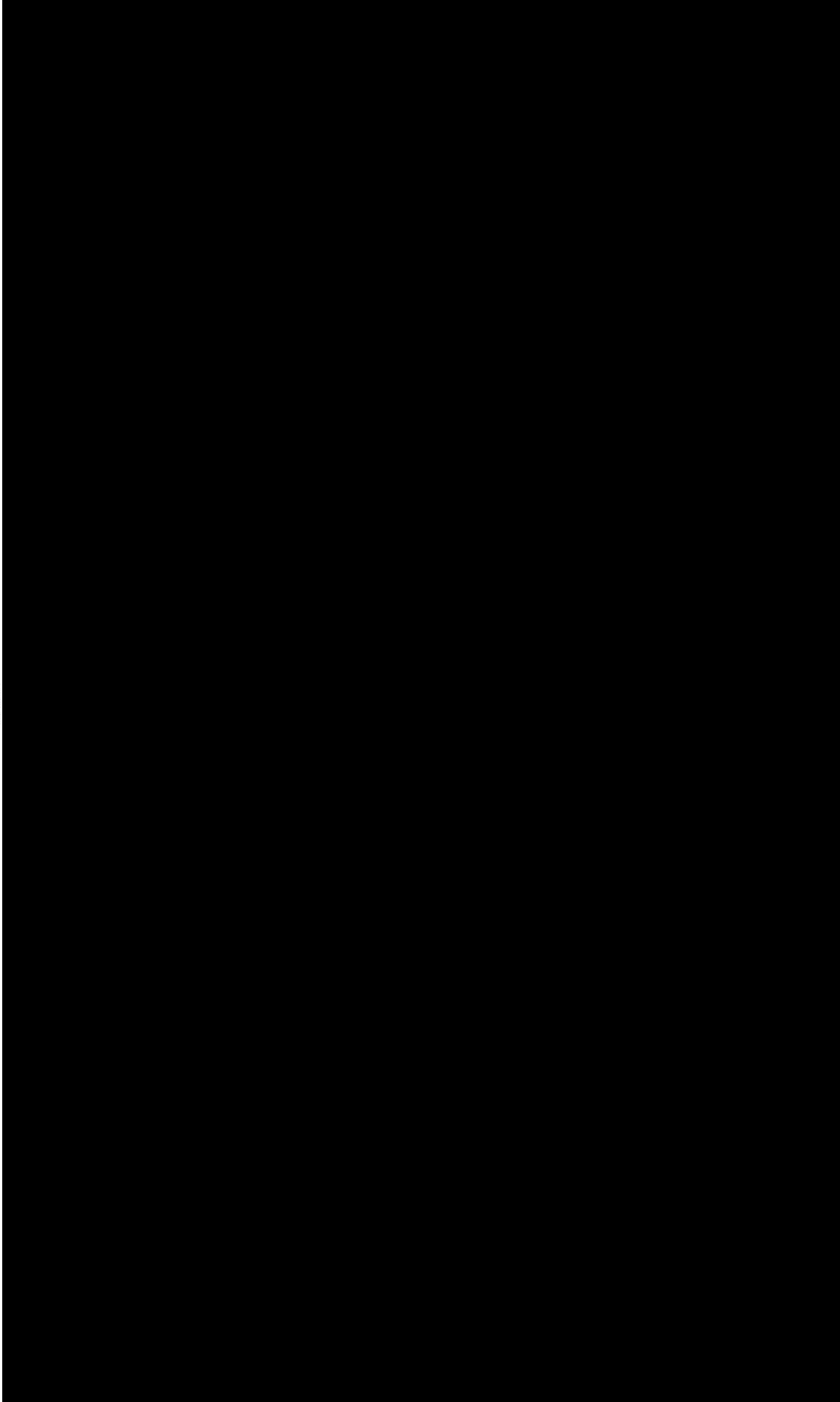


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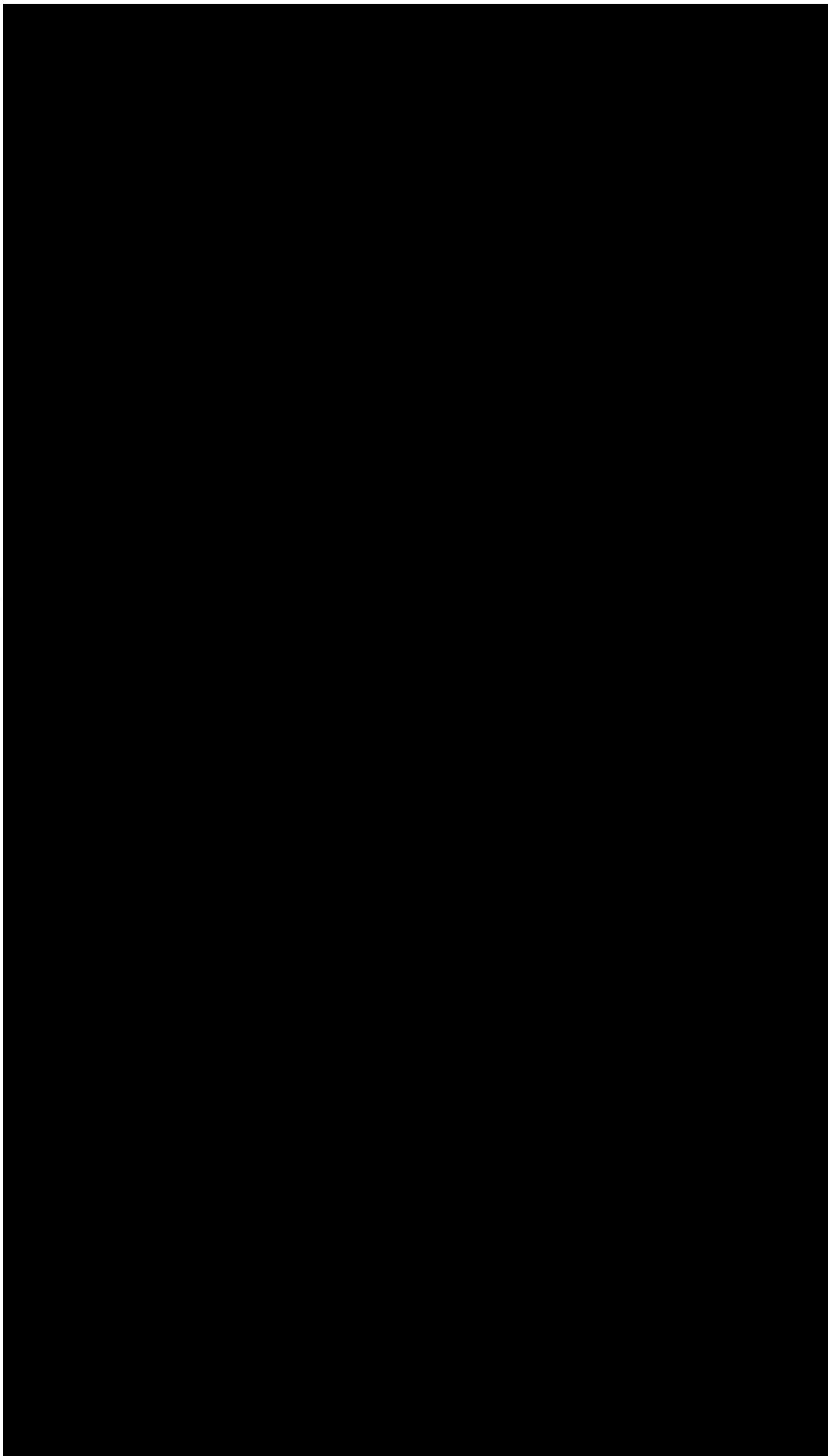


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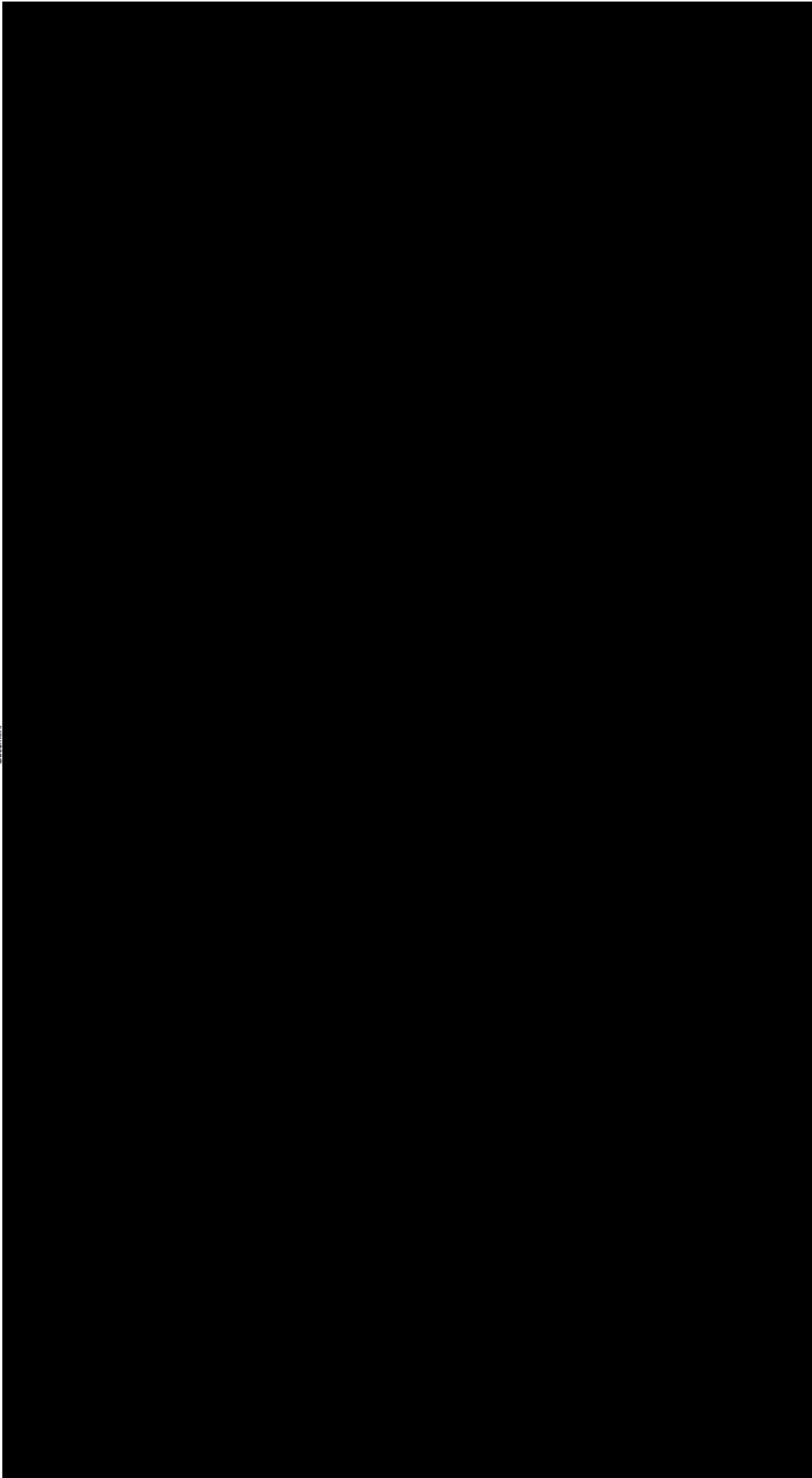


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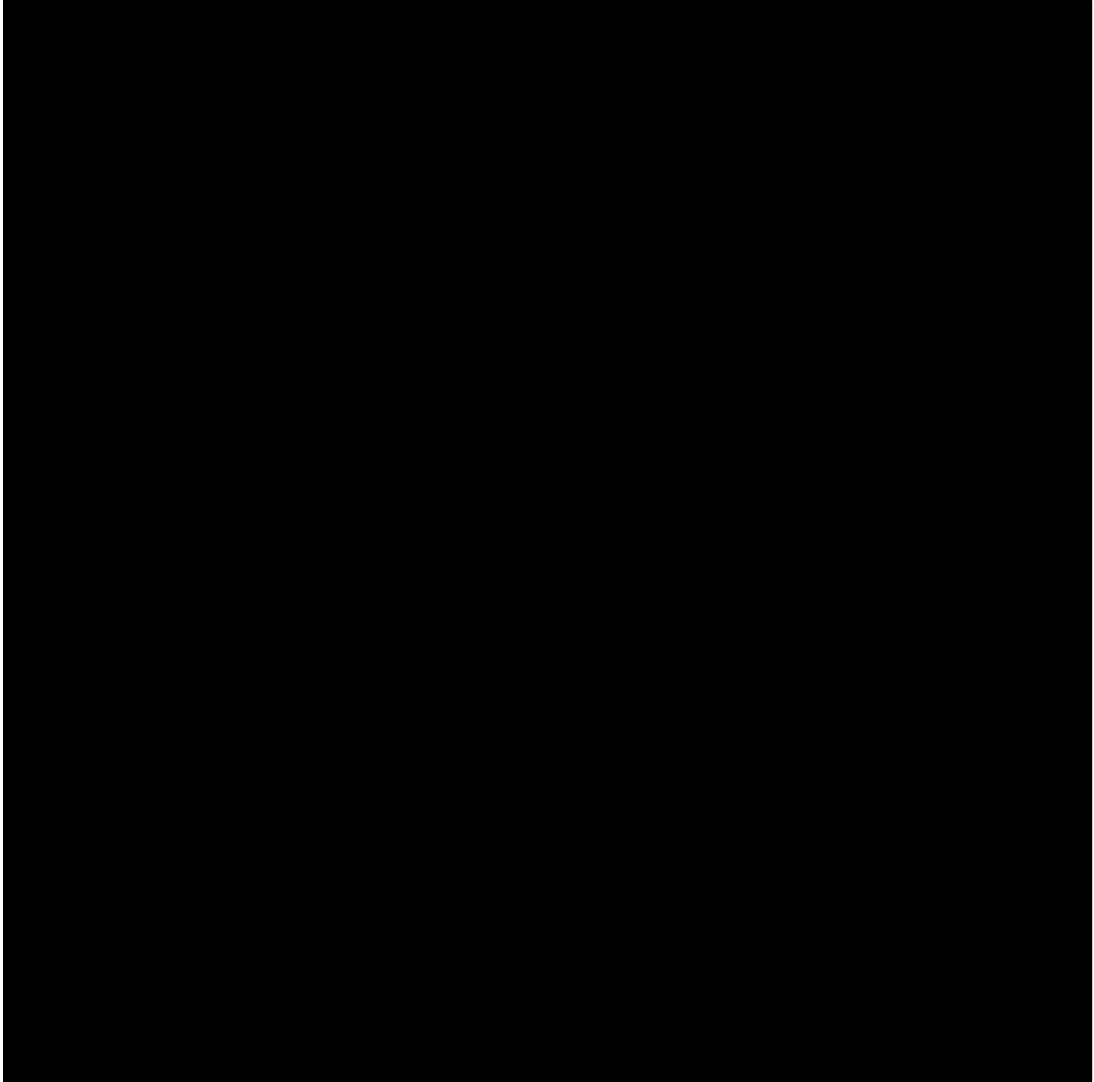
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EXHIBIT "C" - PART A - SUBCONTRACTOR'S WBS BREAKDOWN

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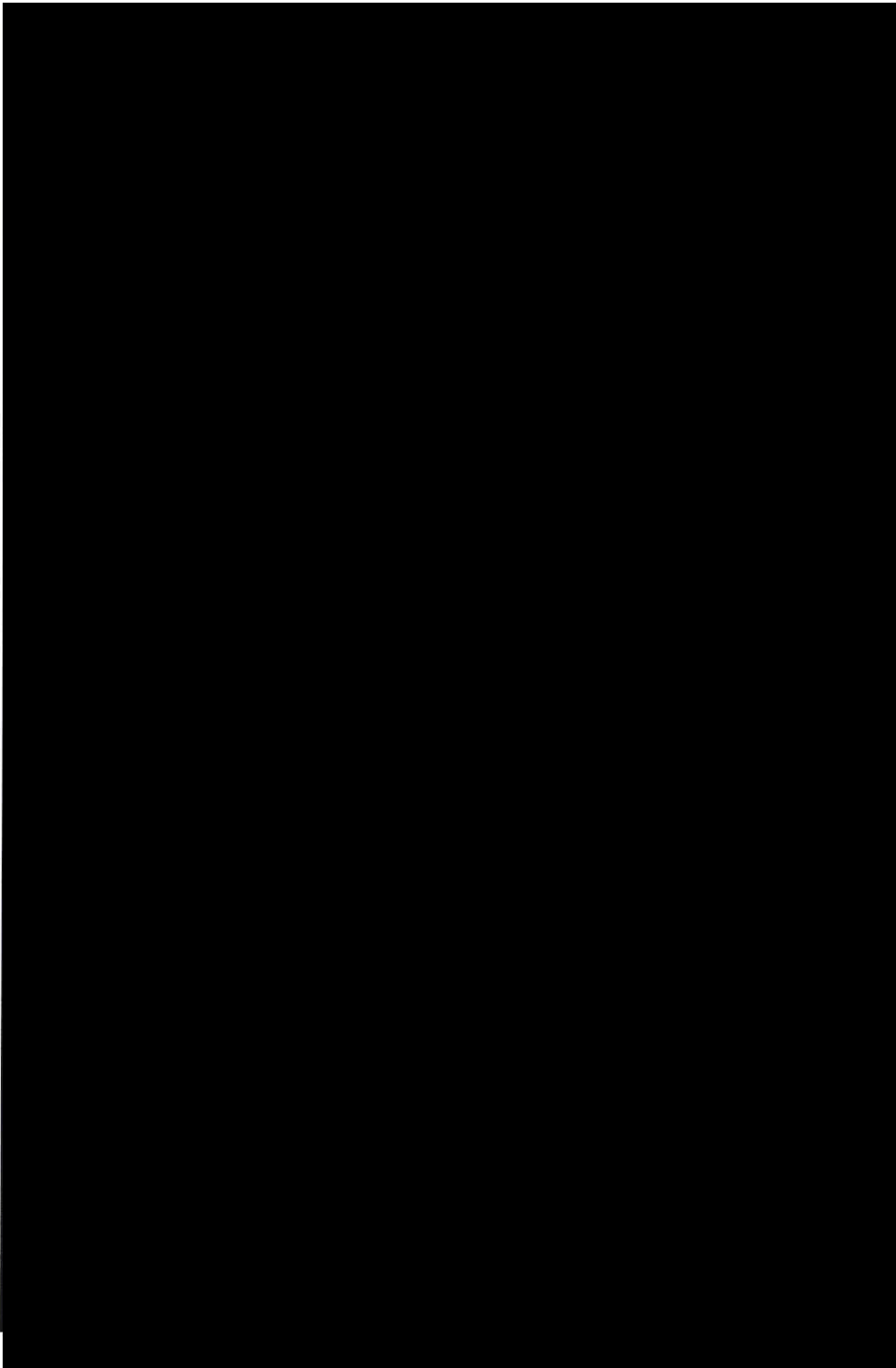
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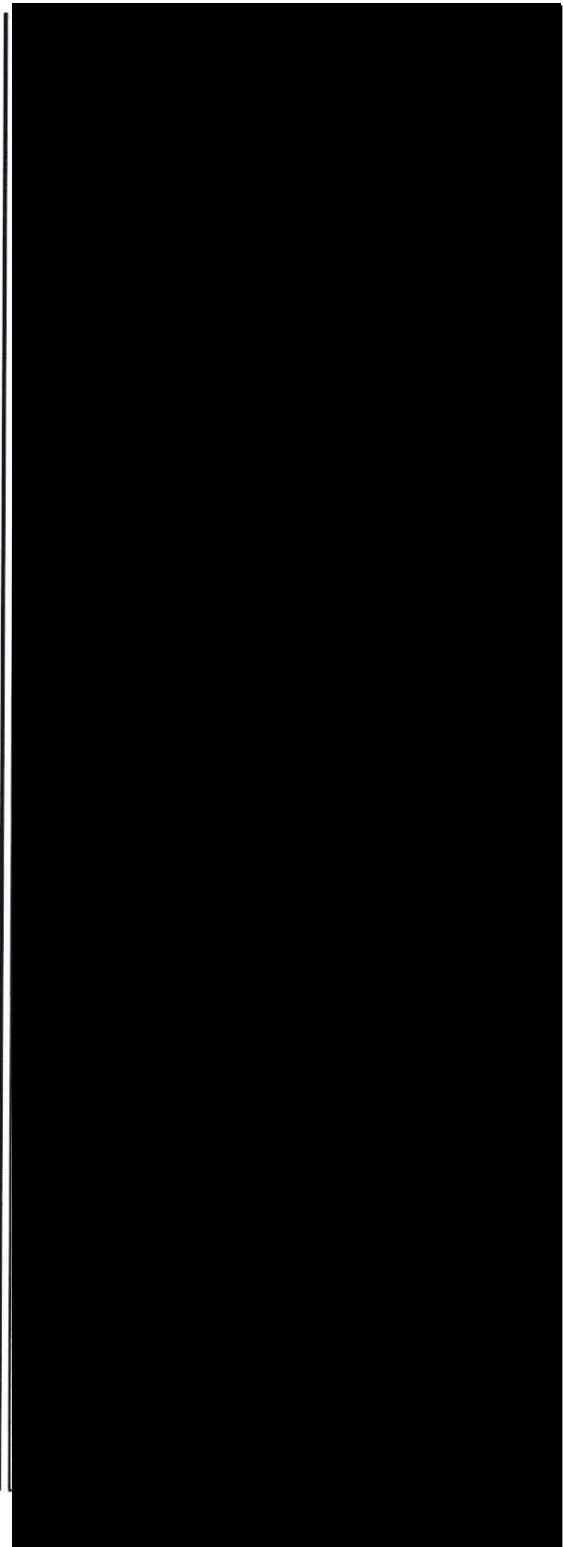
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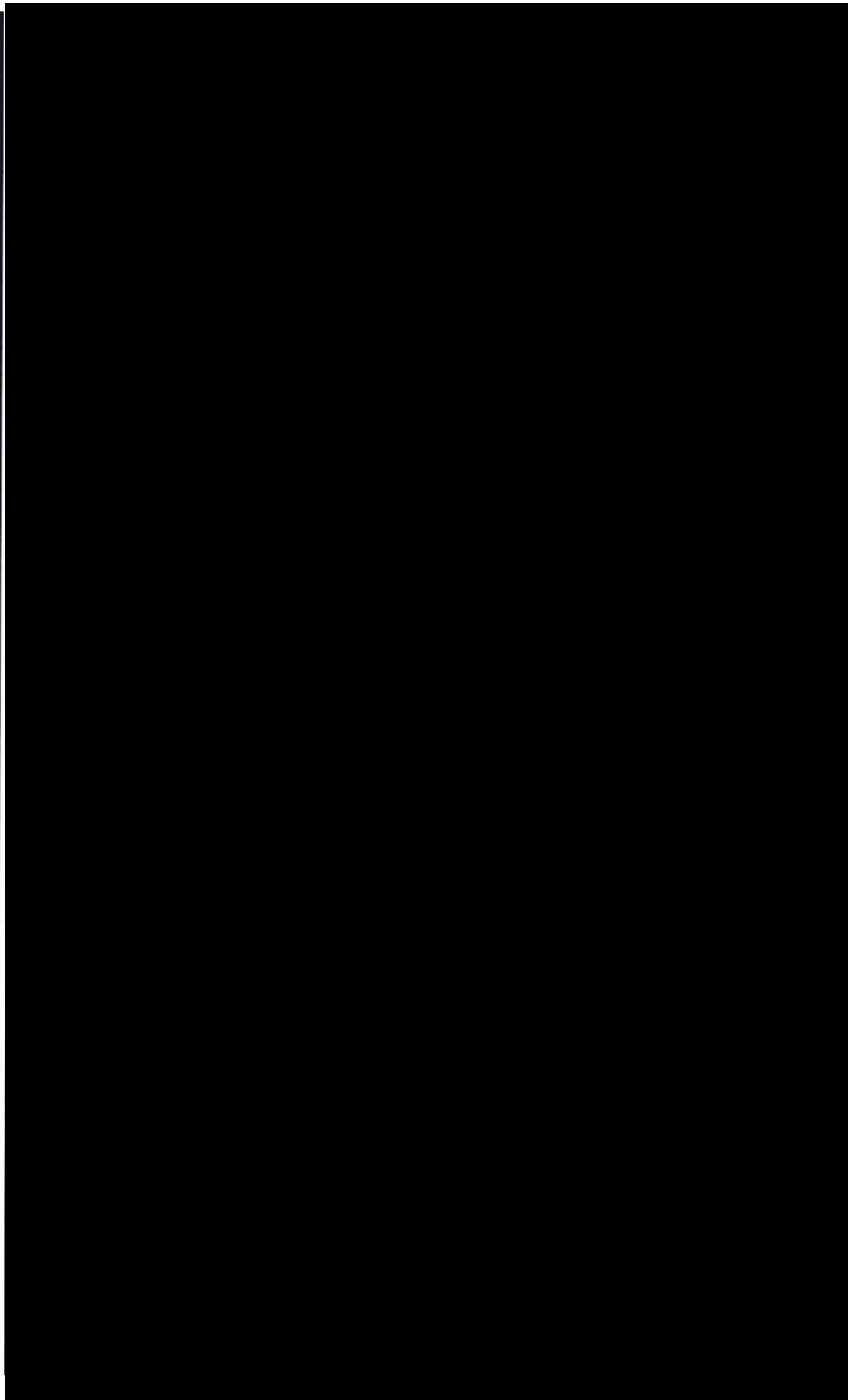
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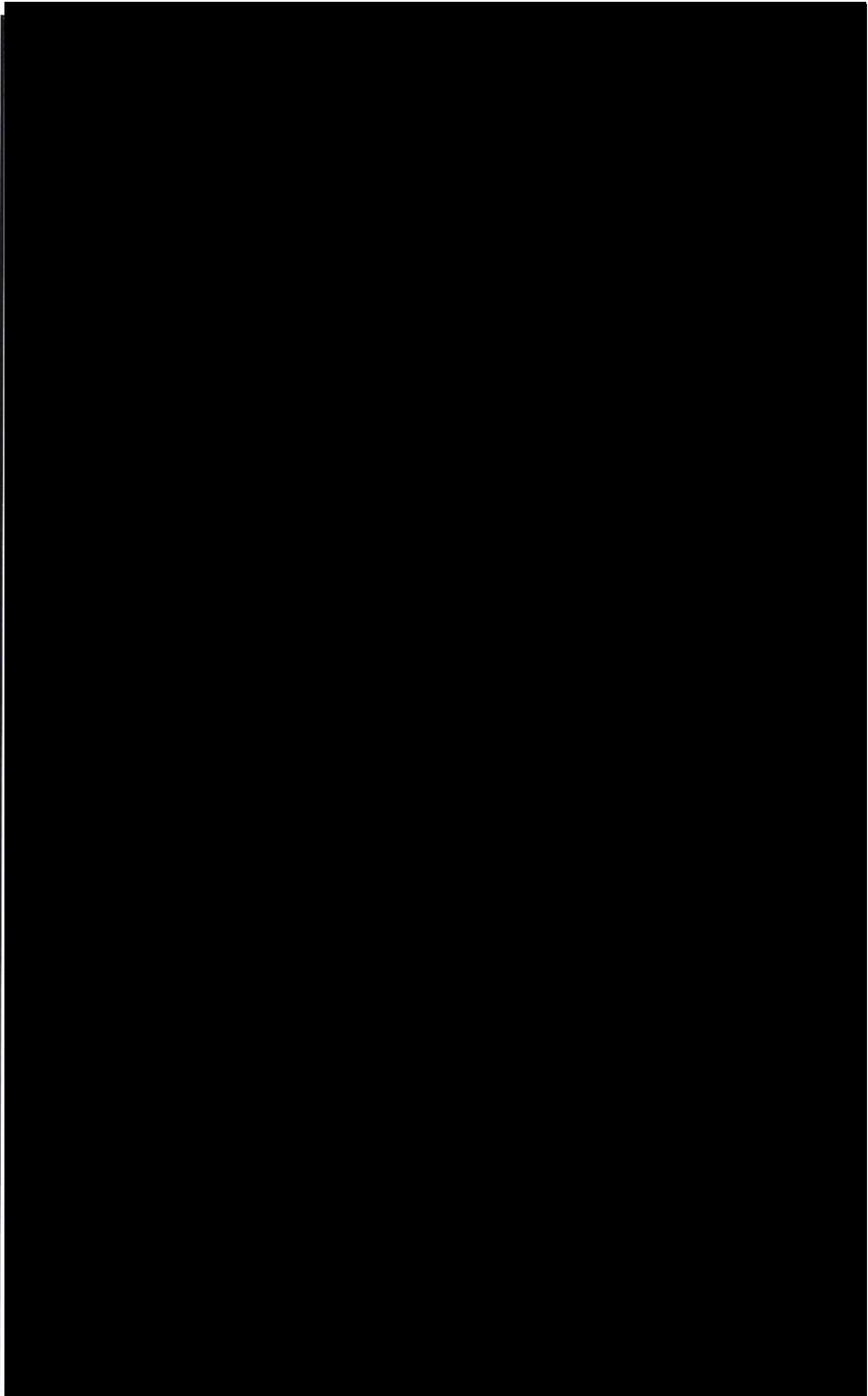
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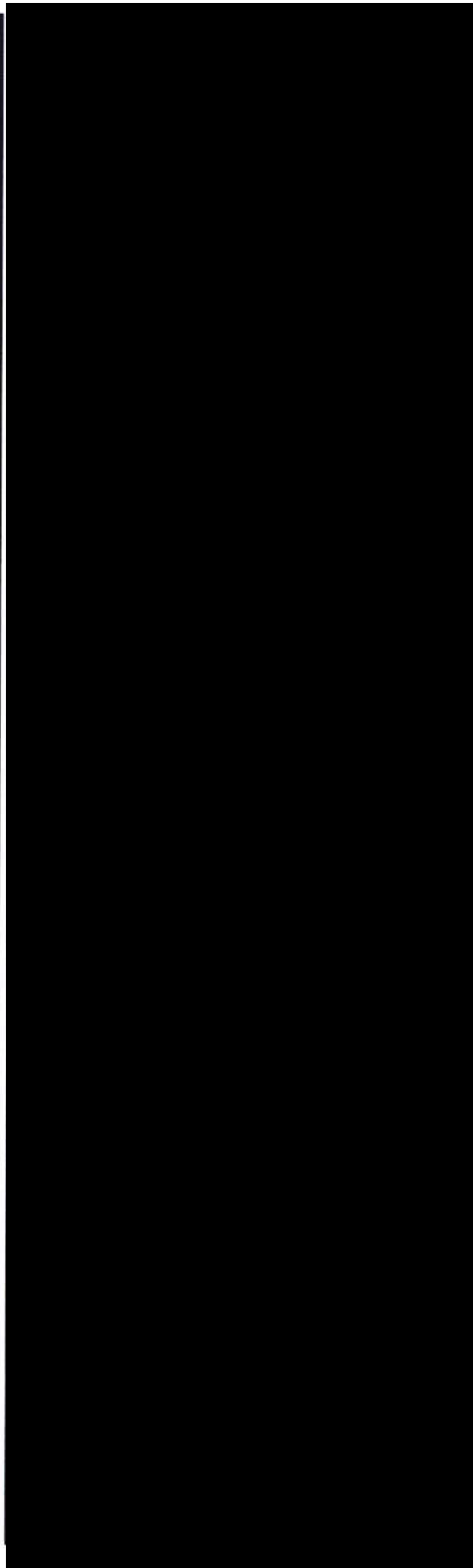
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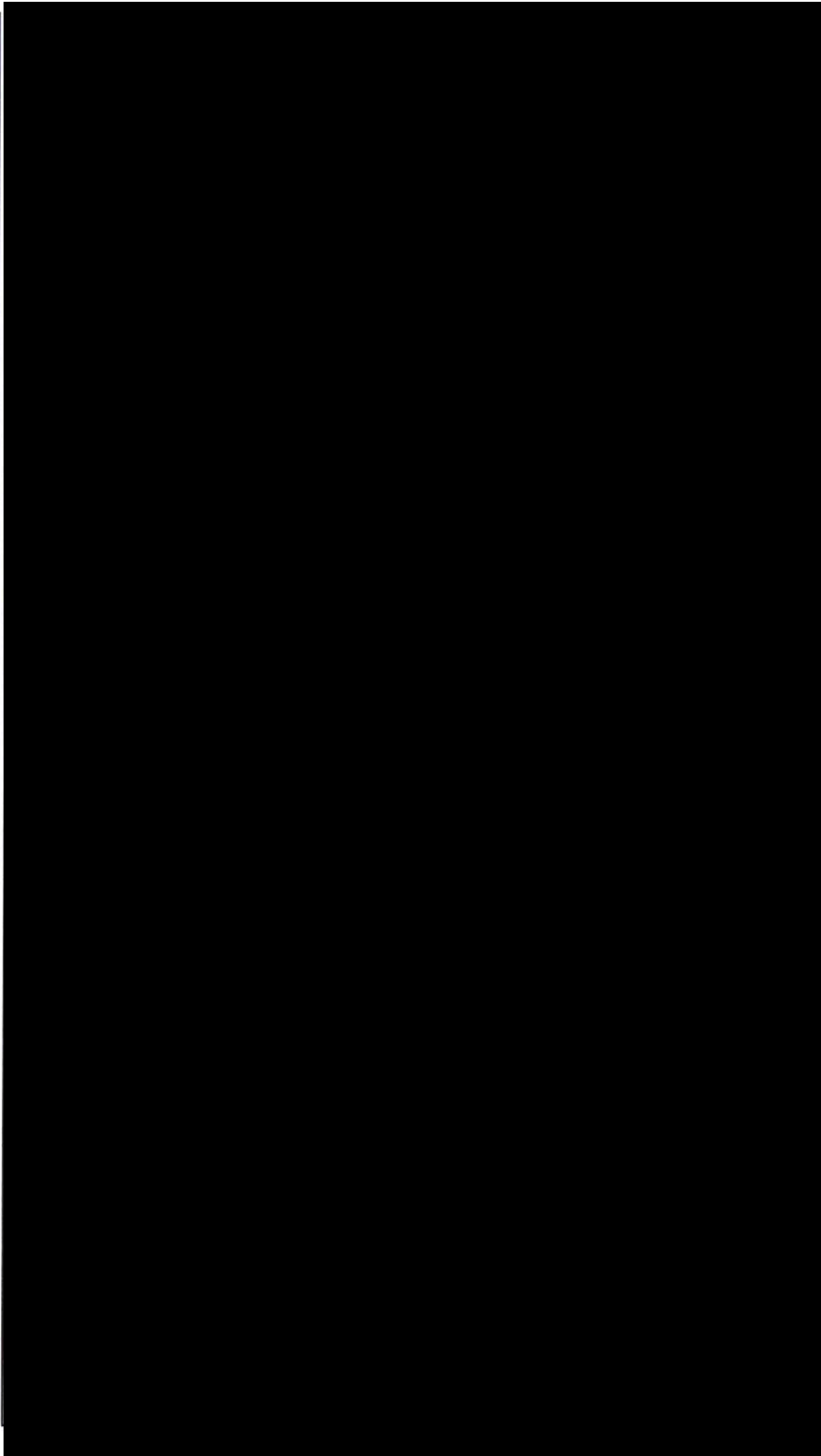
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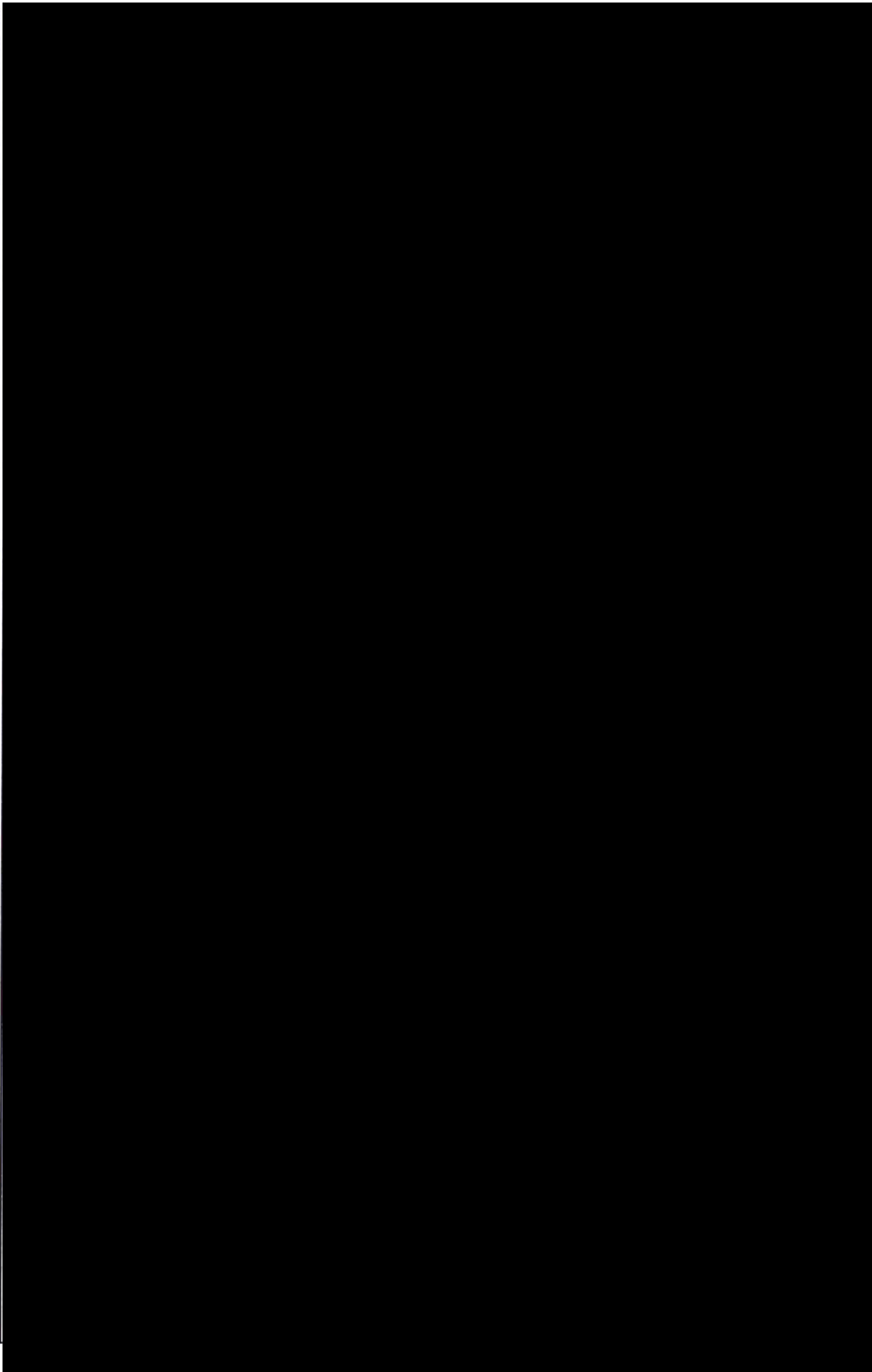
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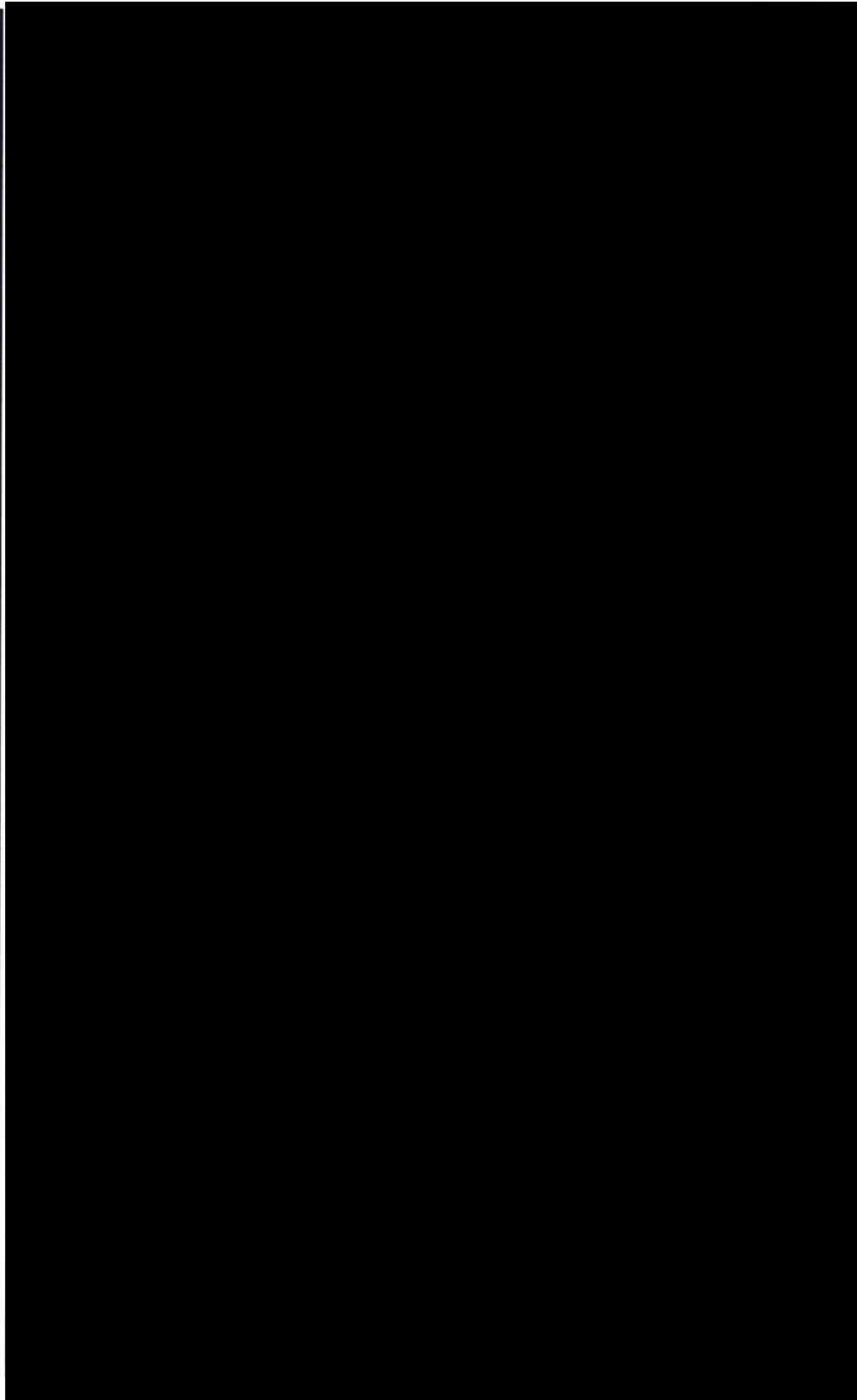
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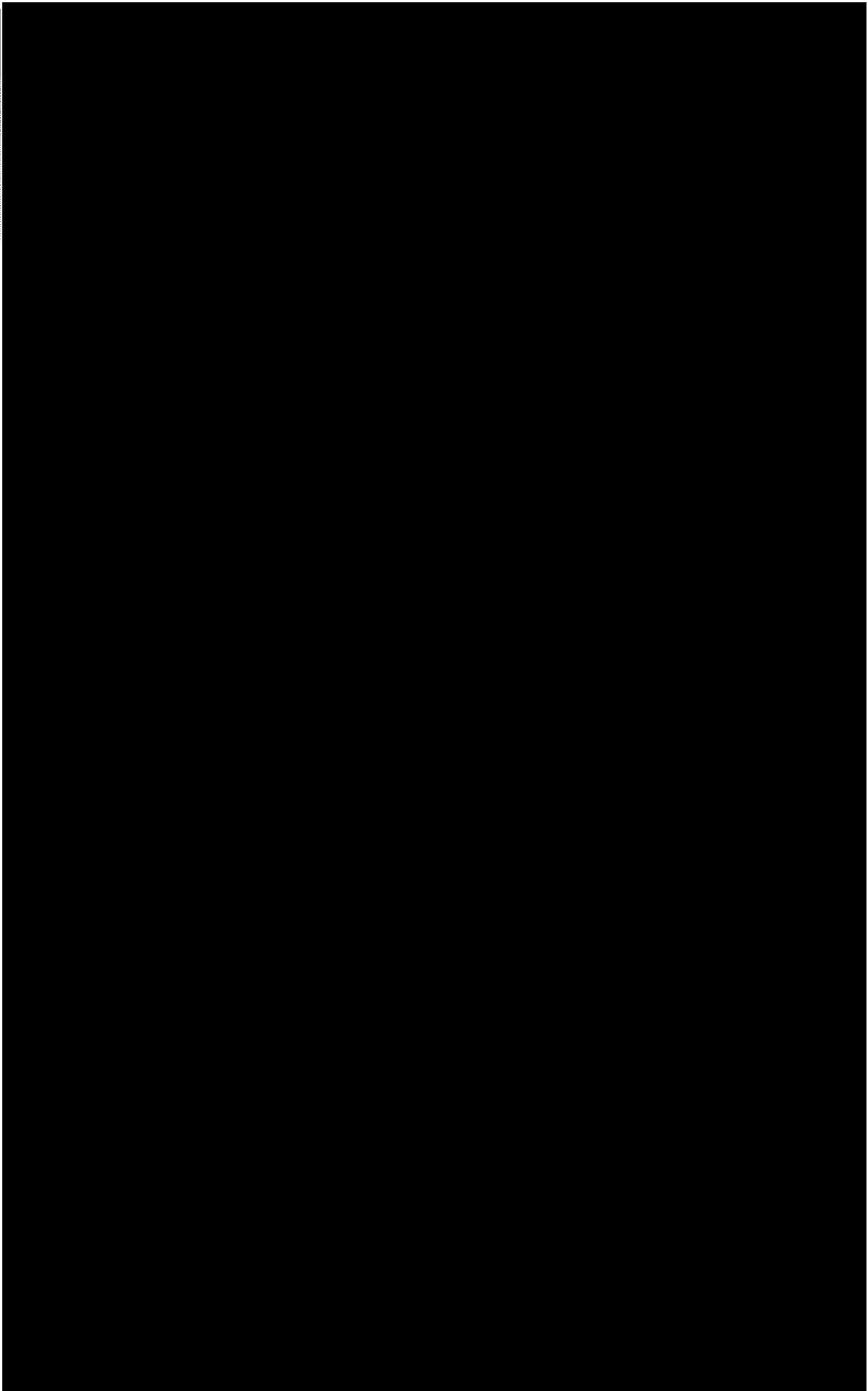
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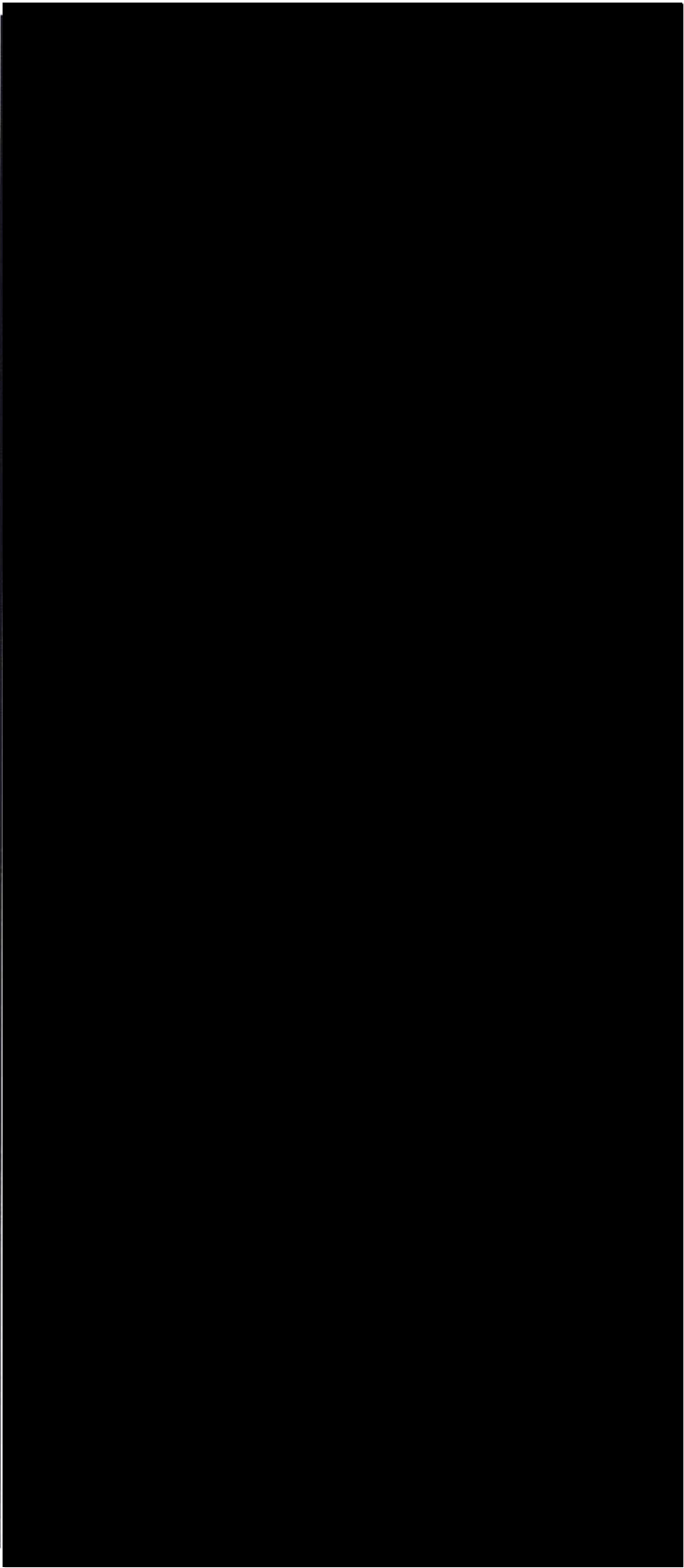
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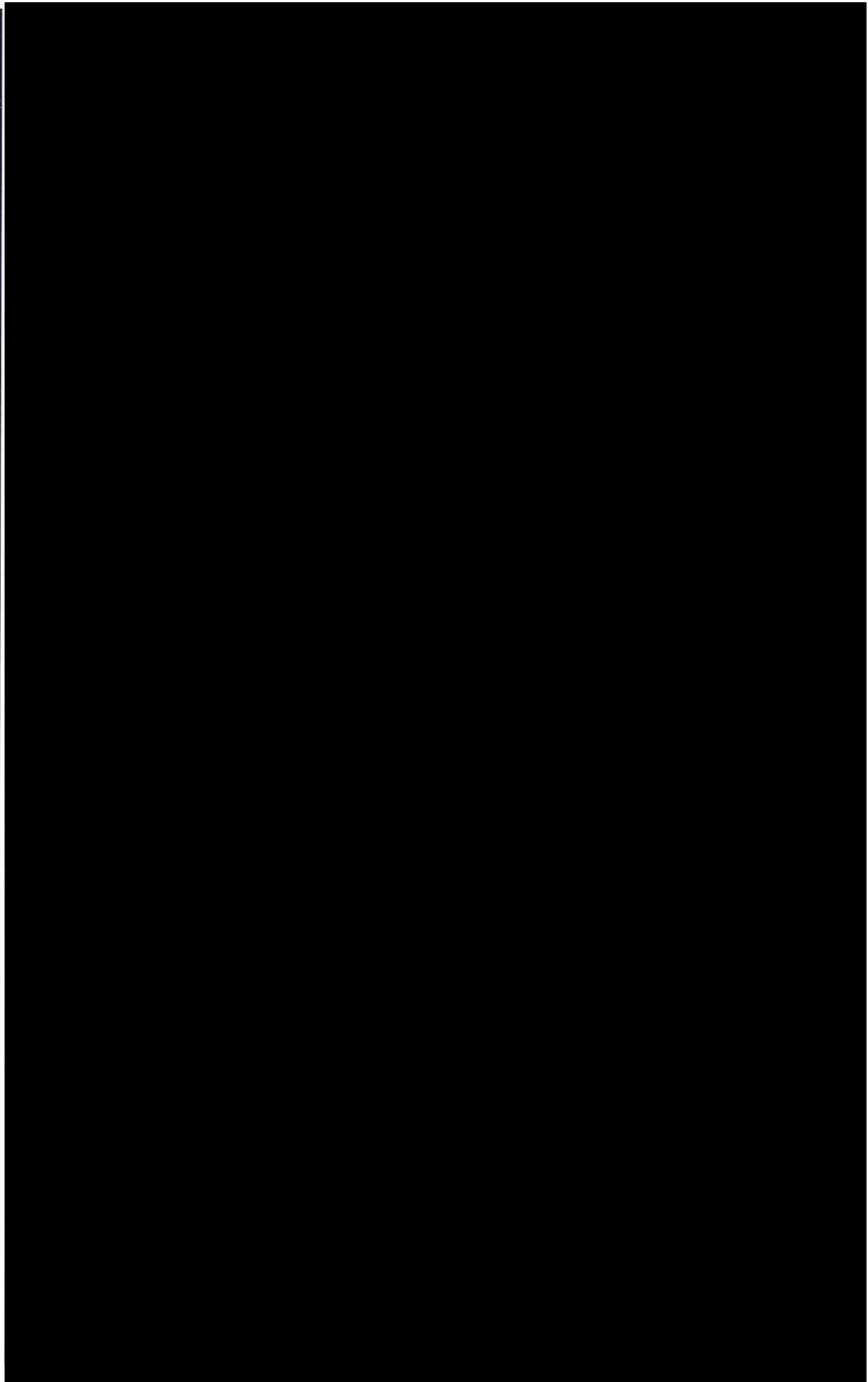
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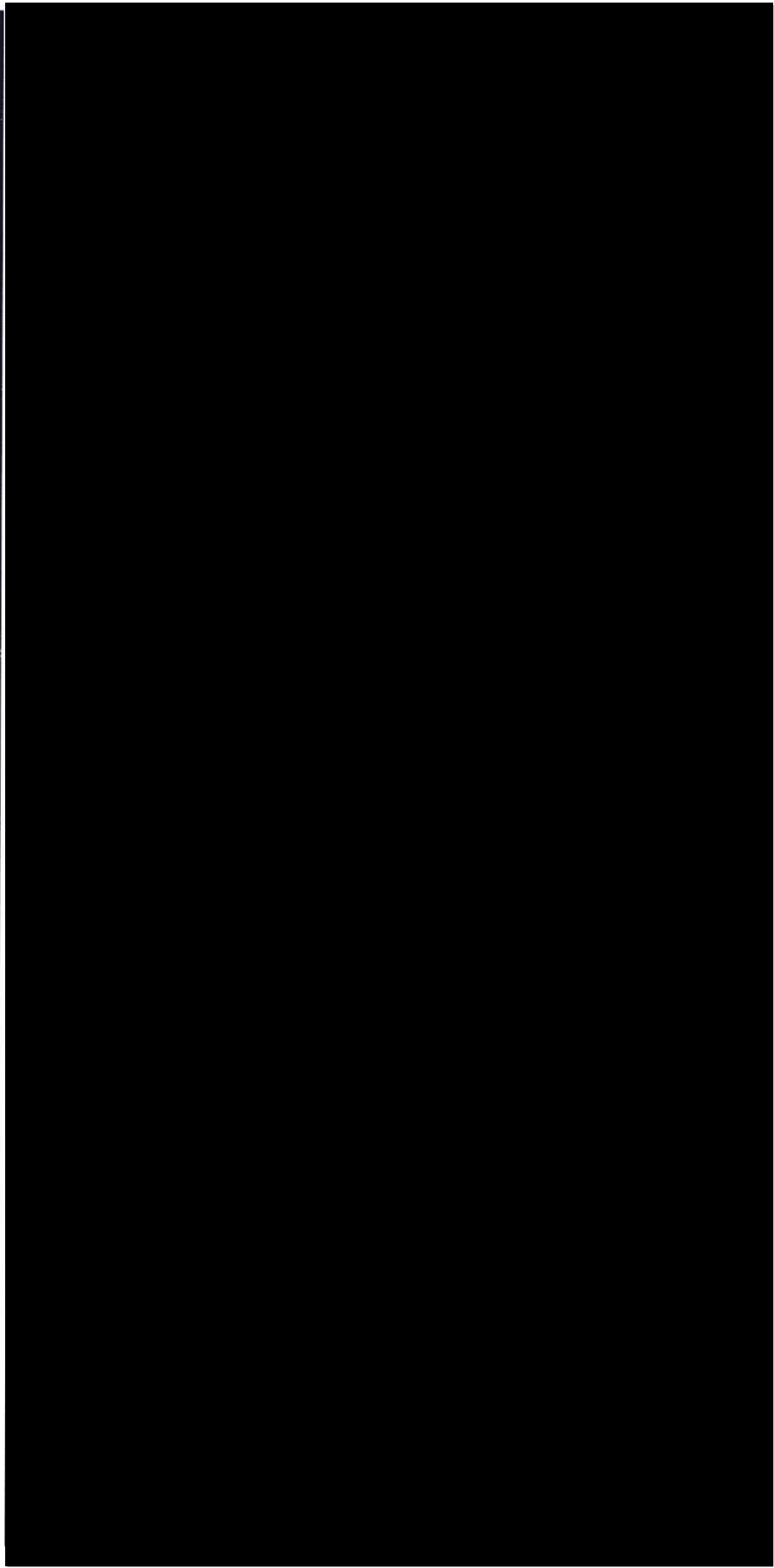
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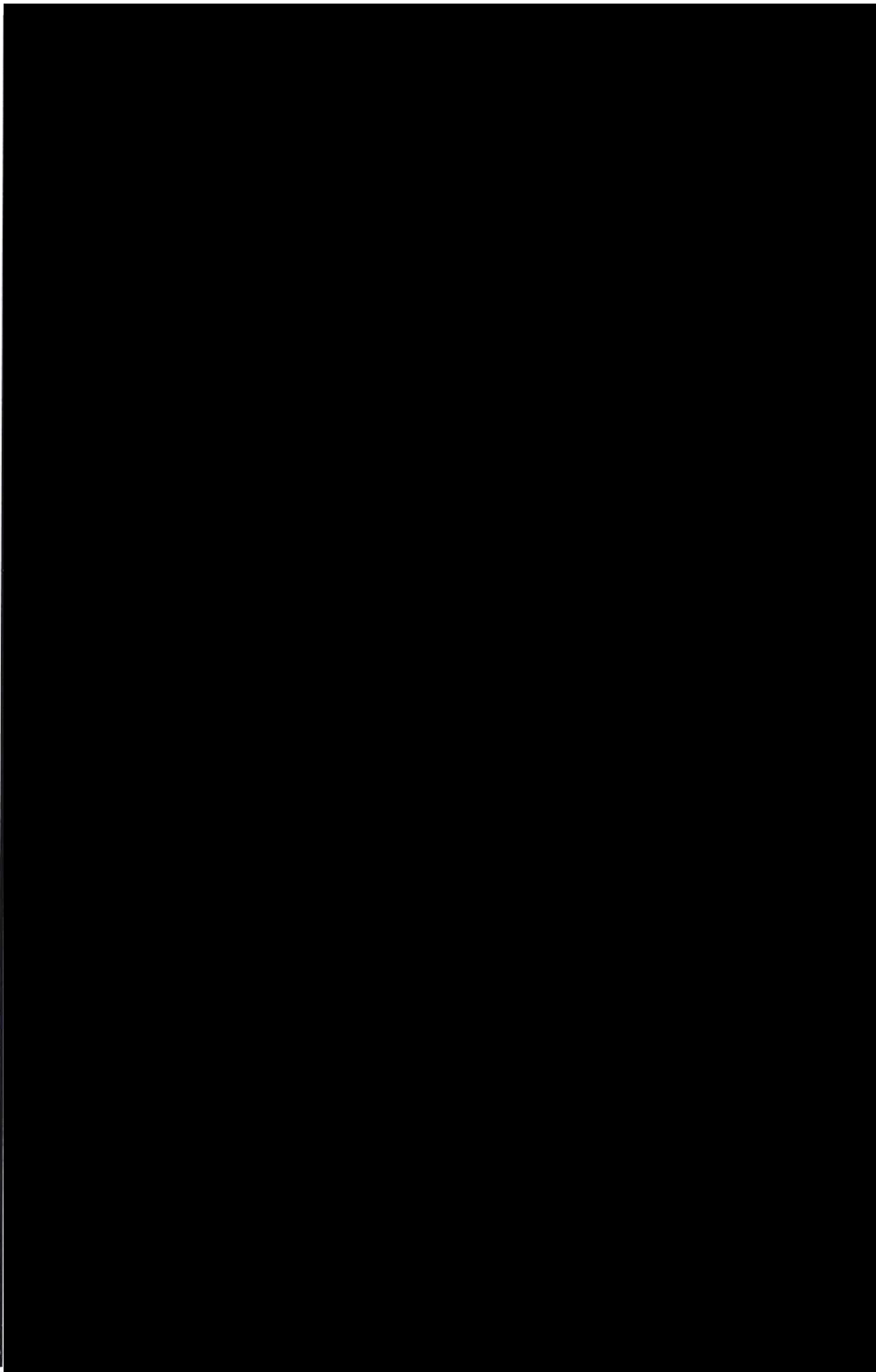
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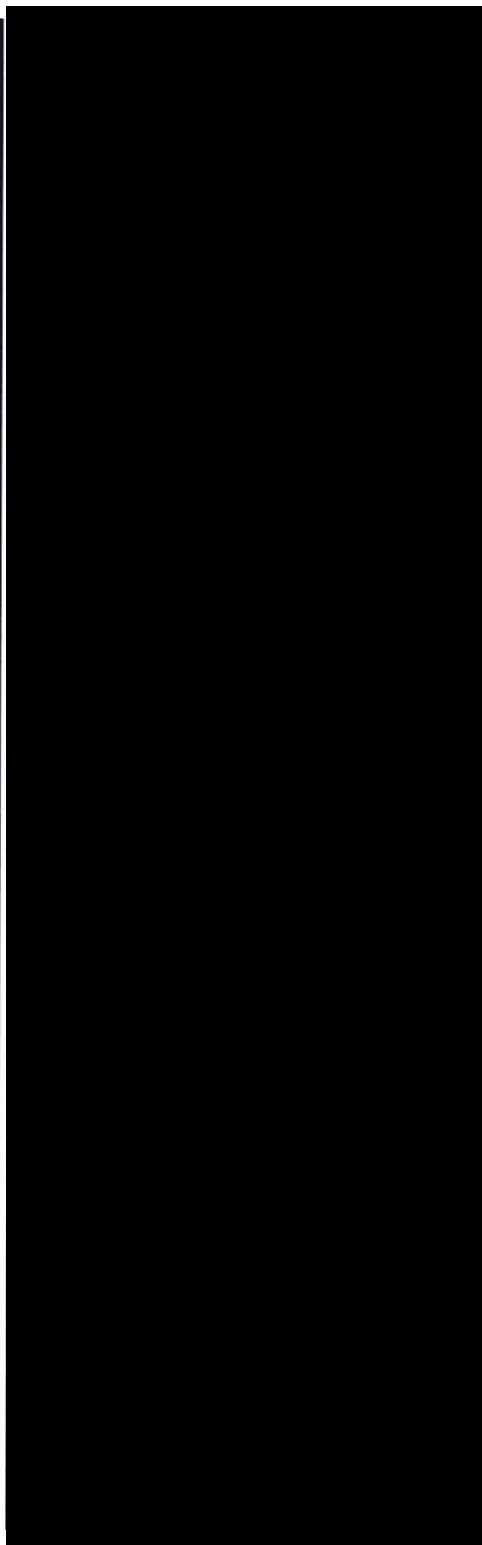
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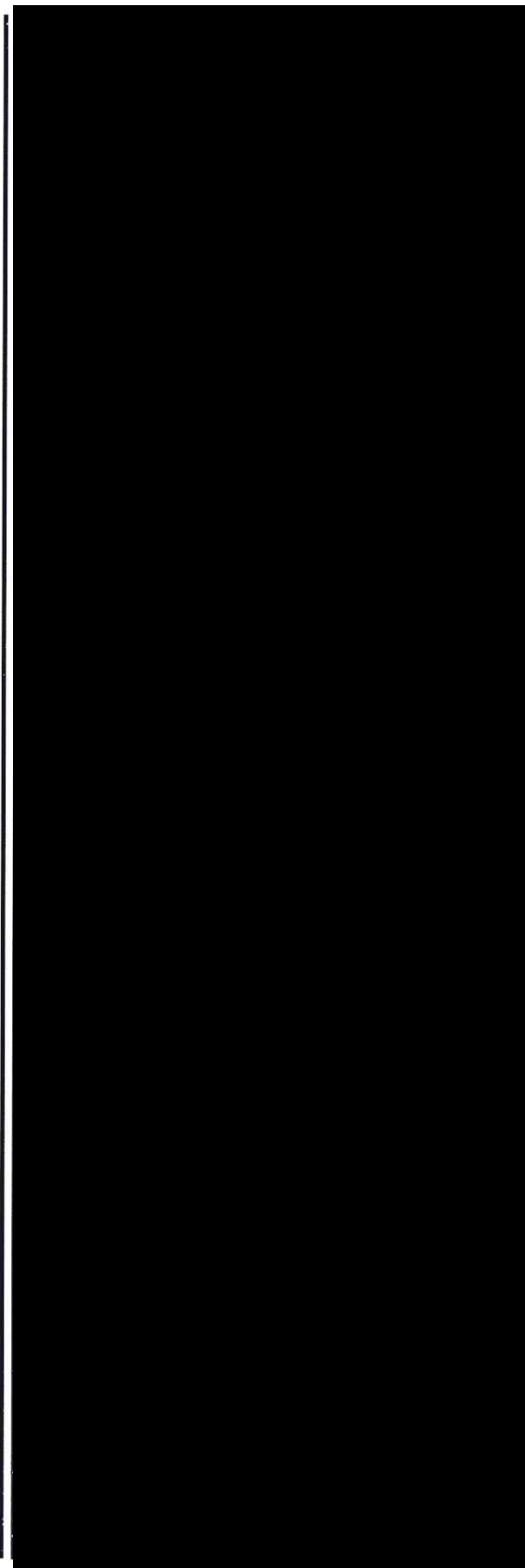
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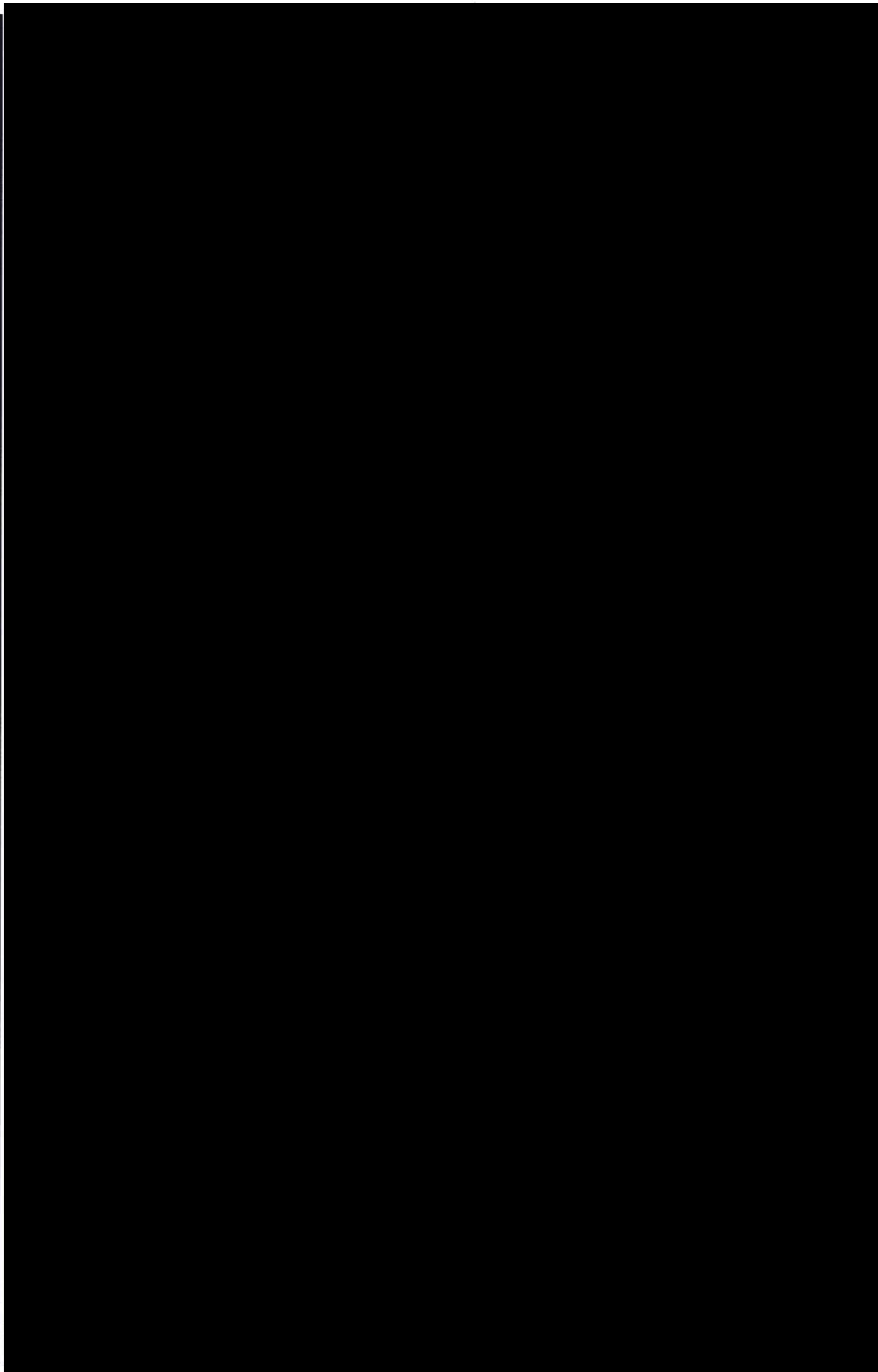
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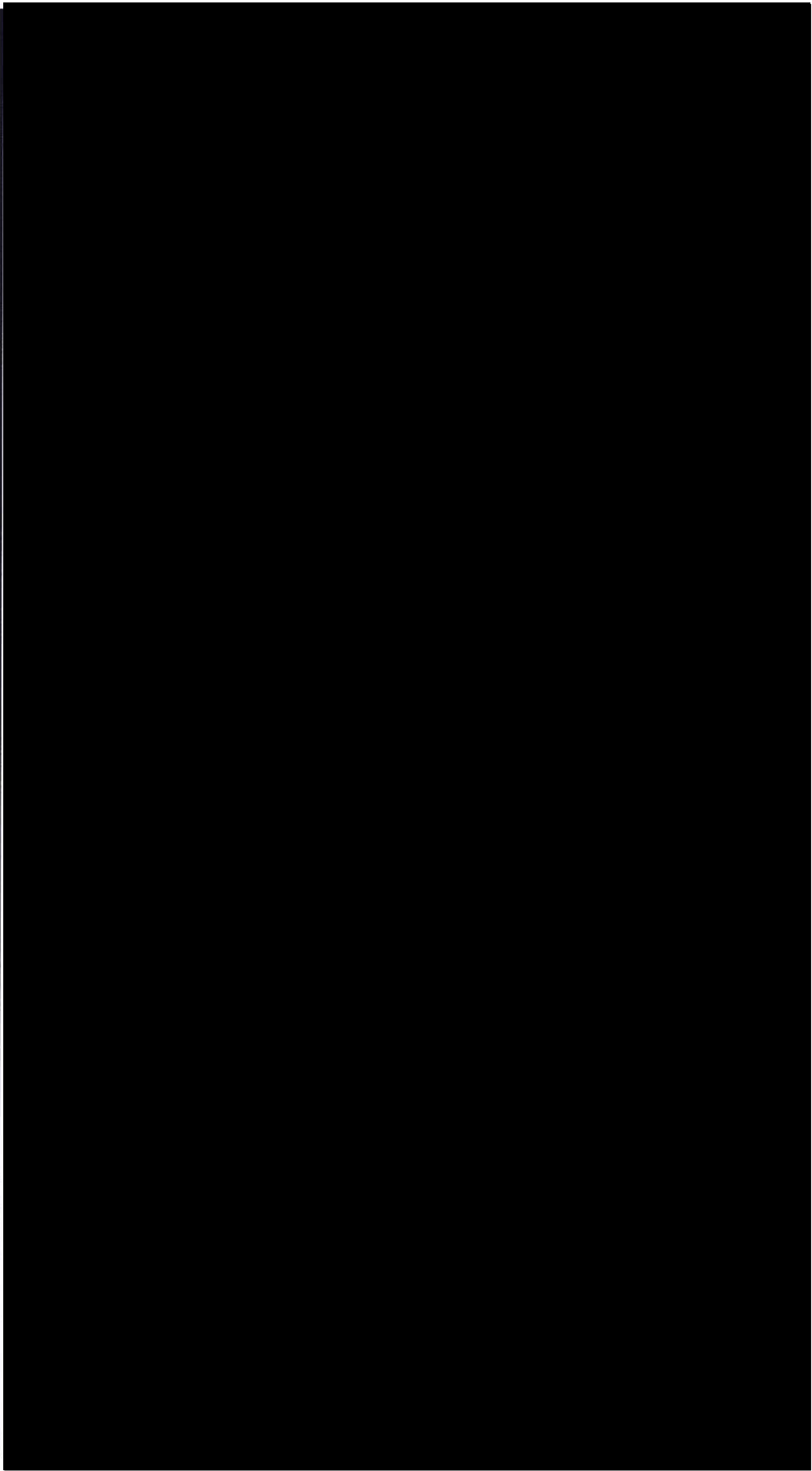
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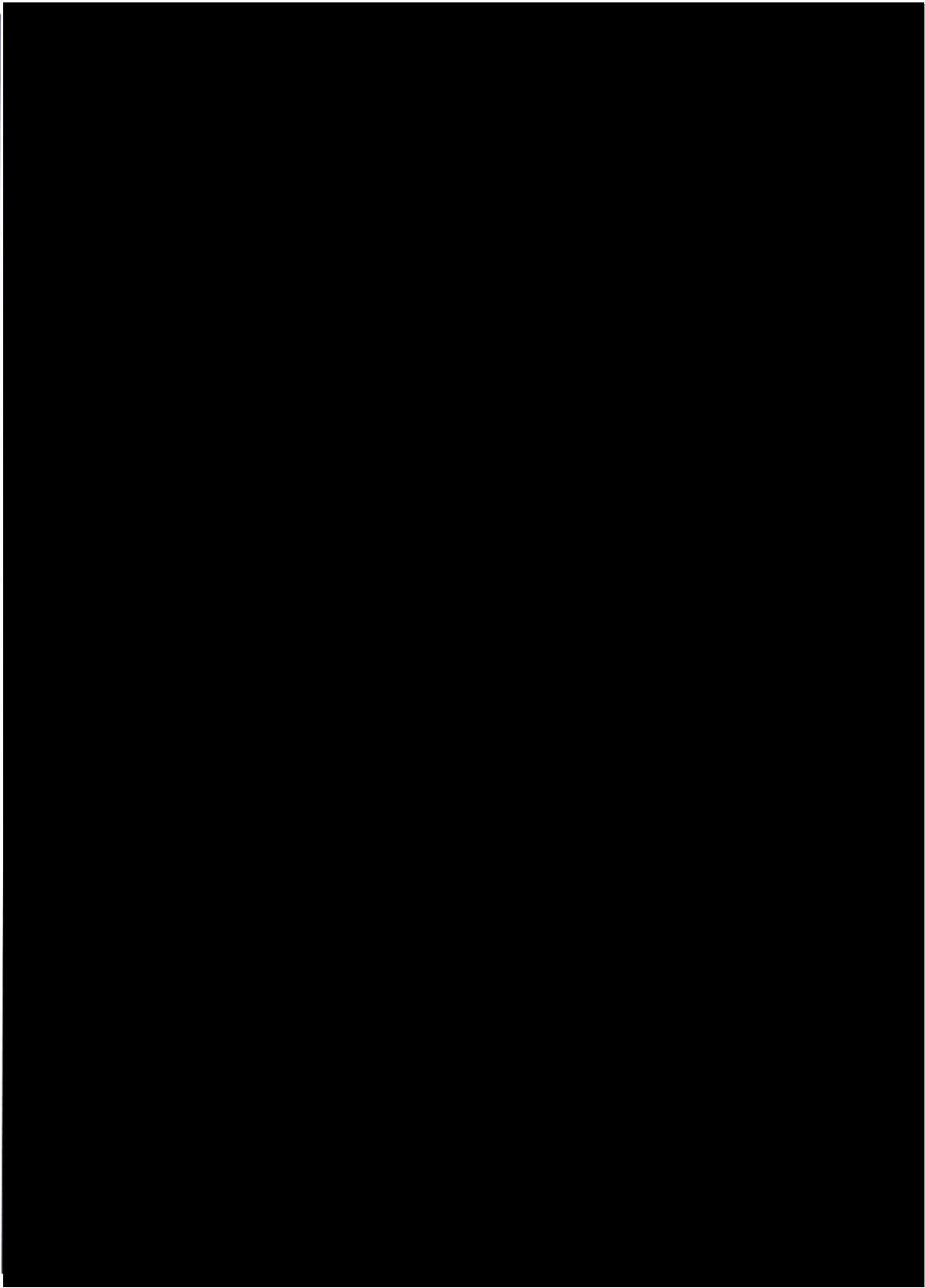
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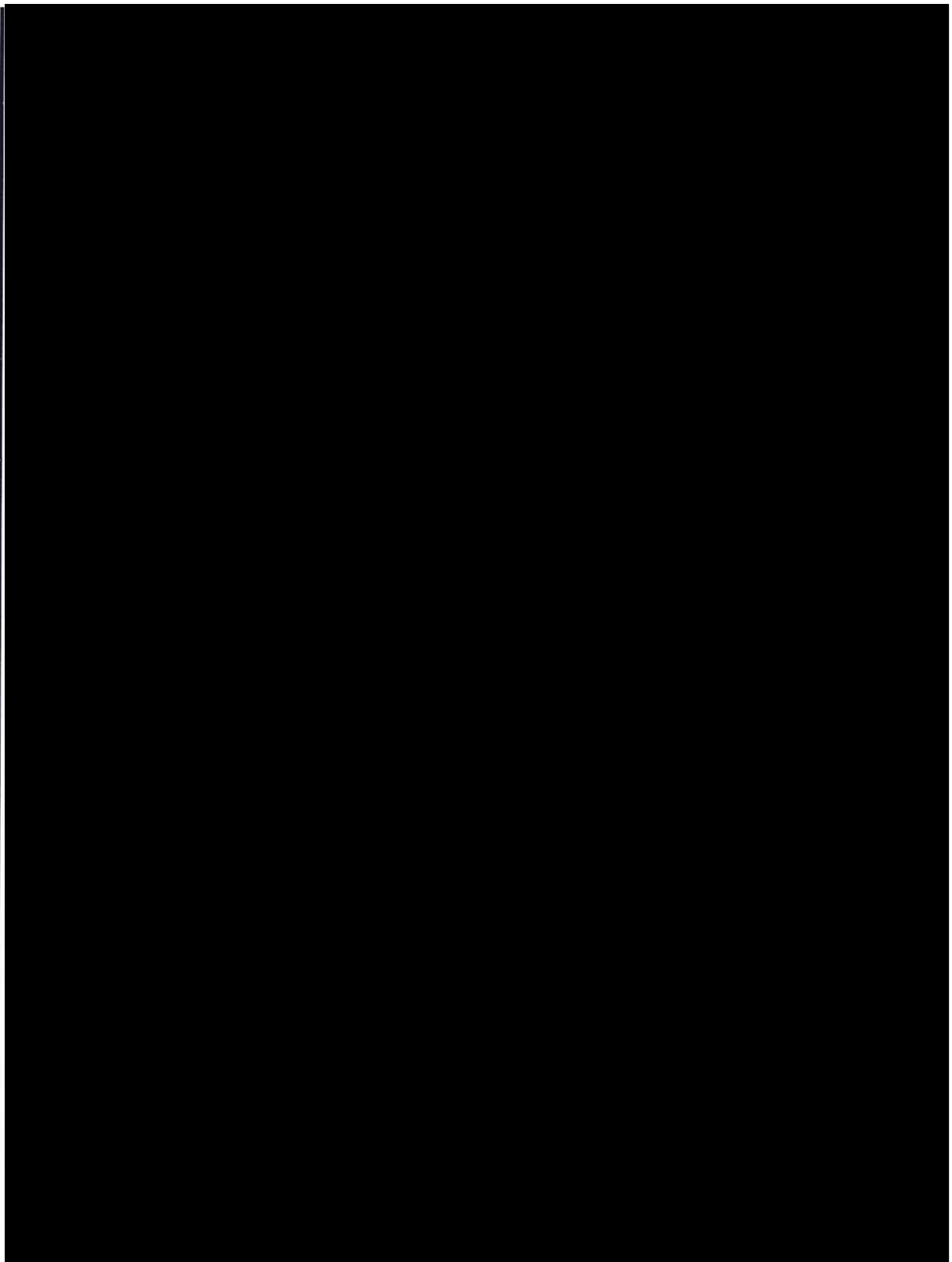
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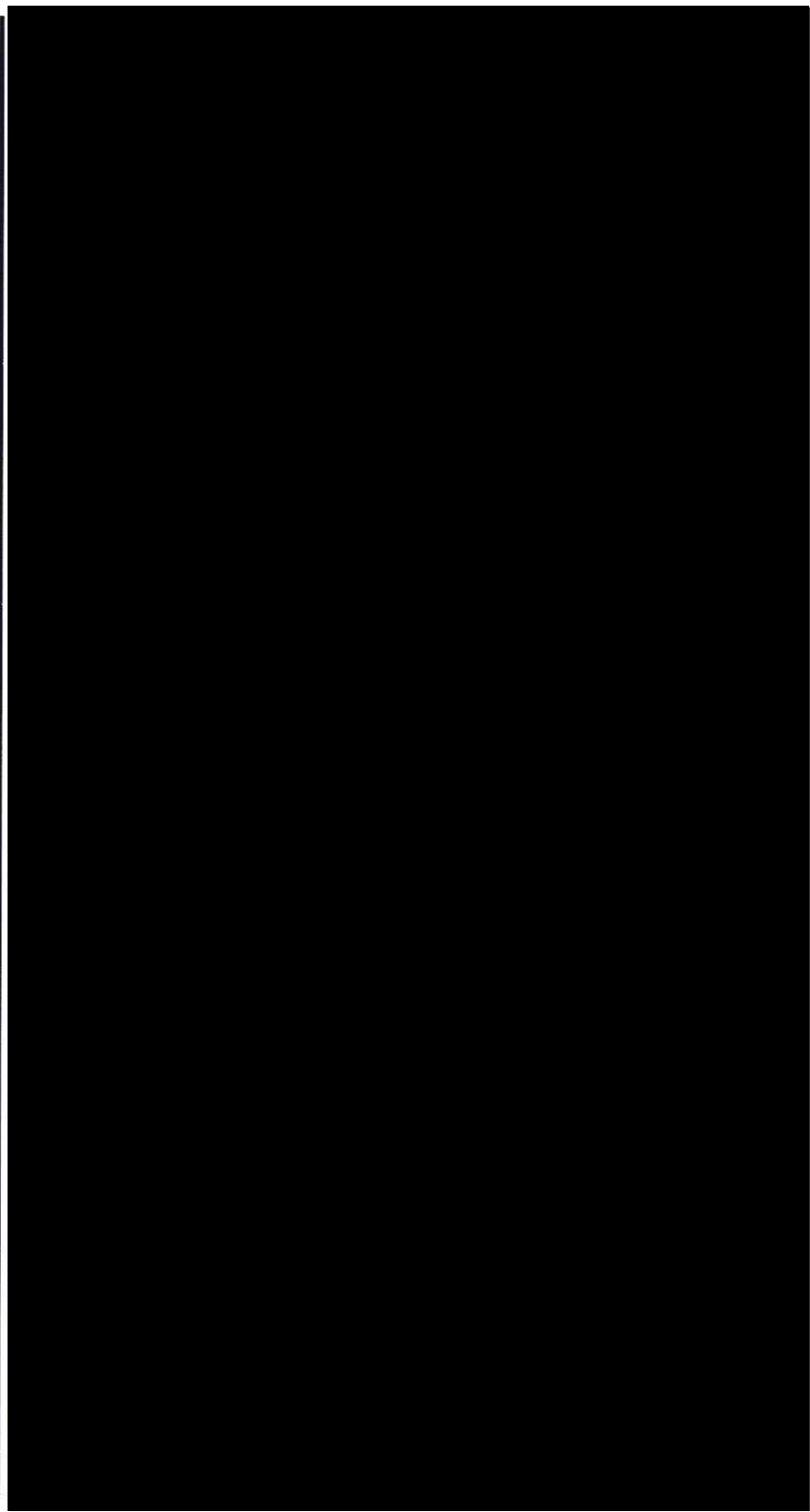
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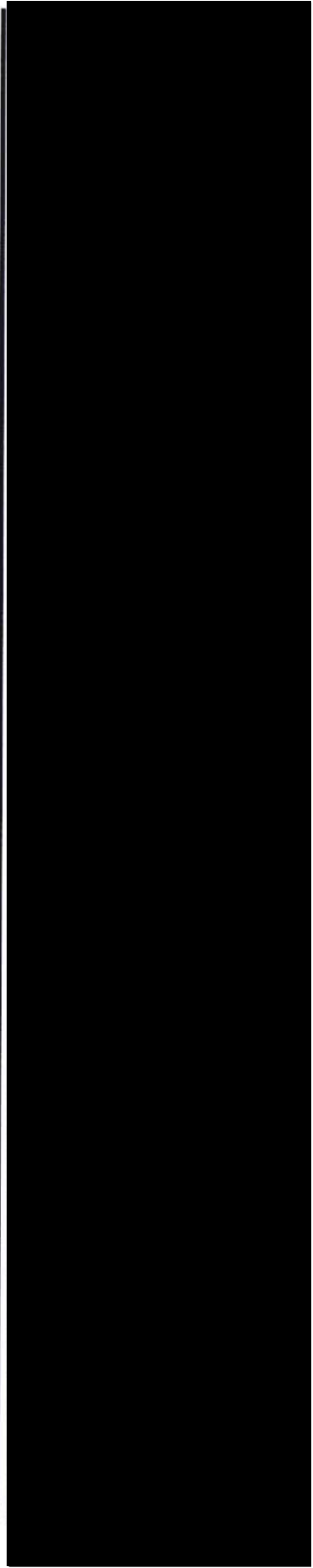
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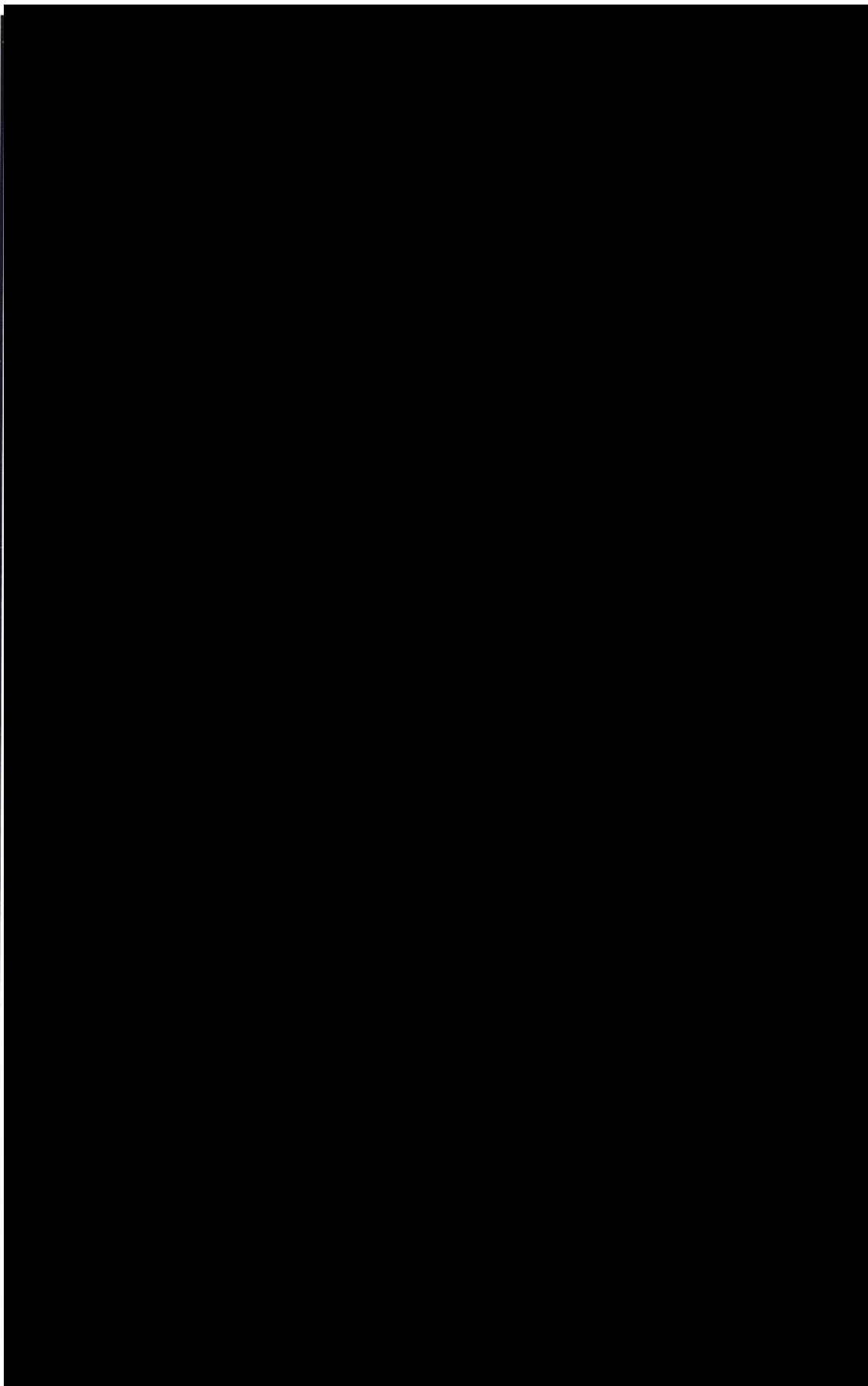
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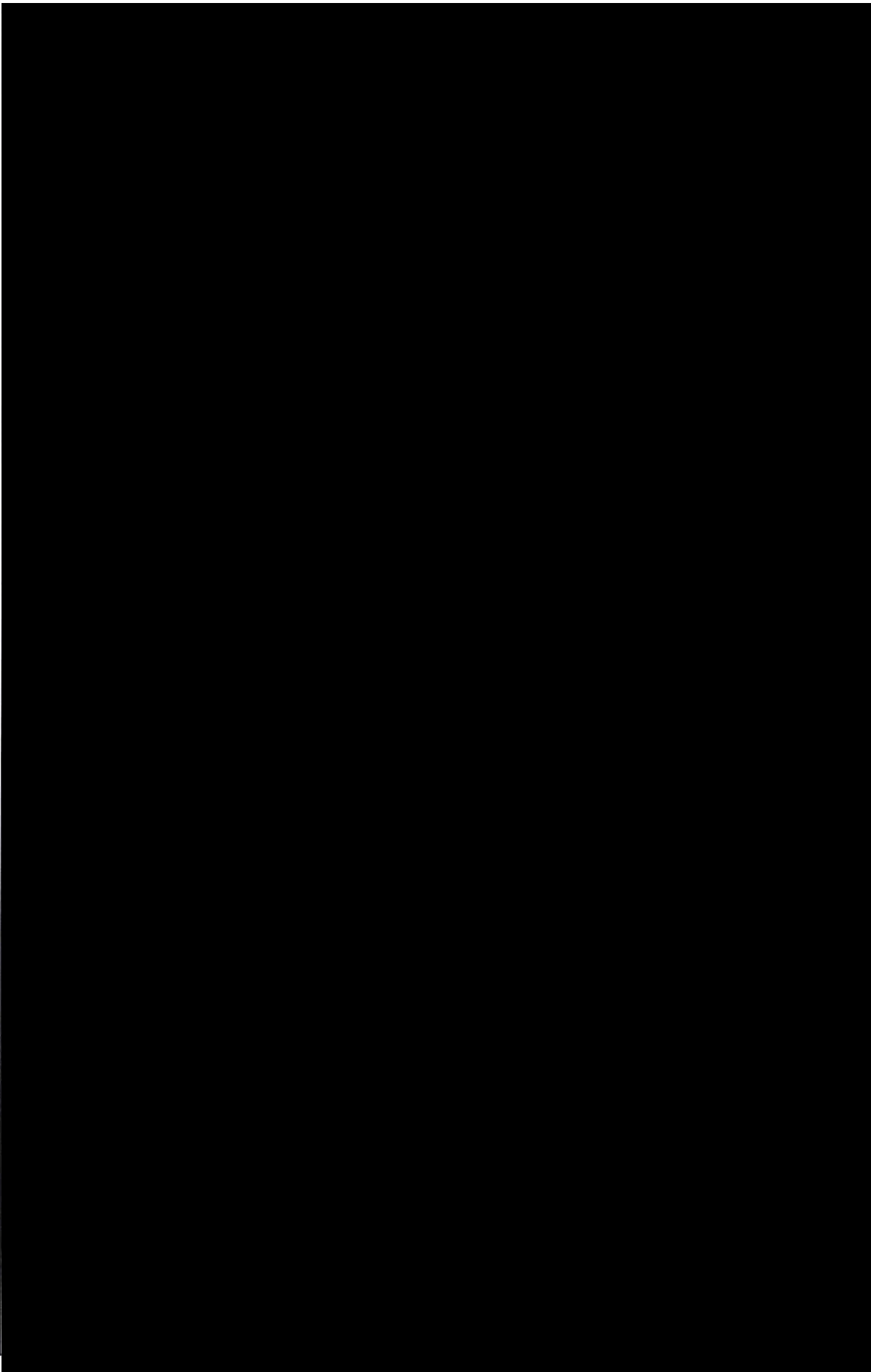
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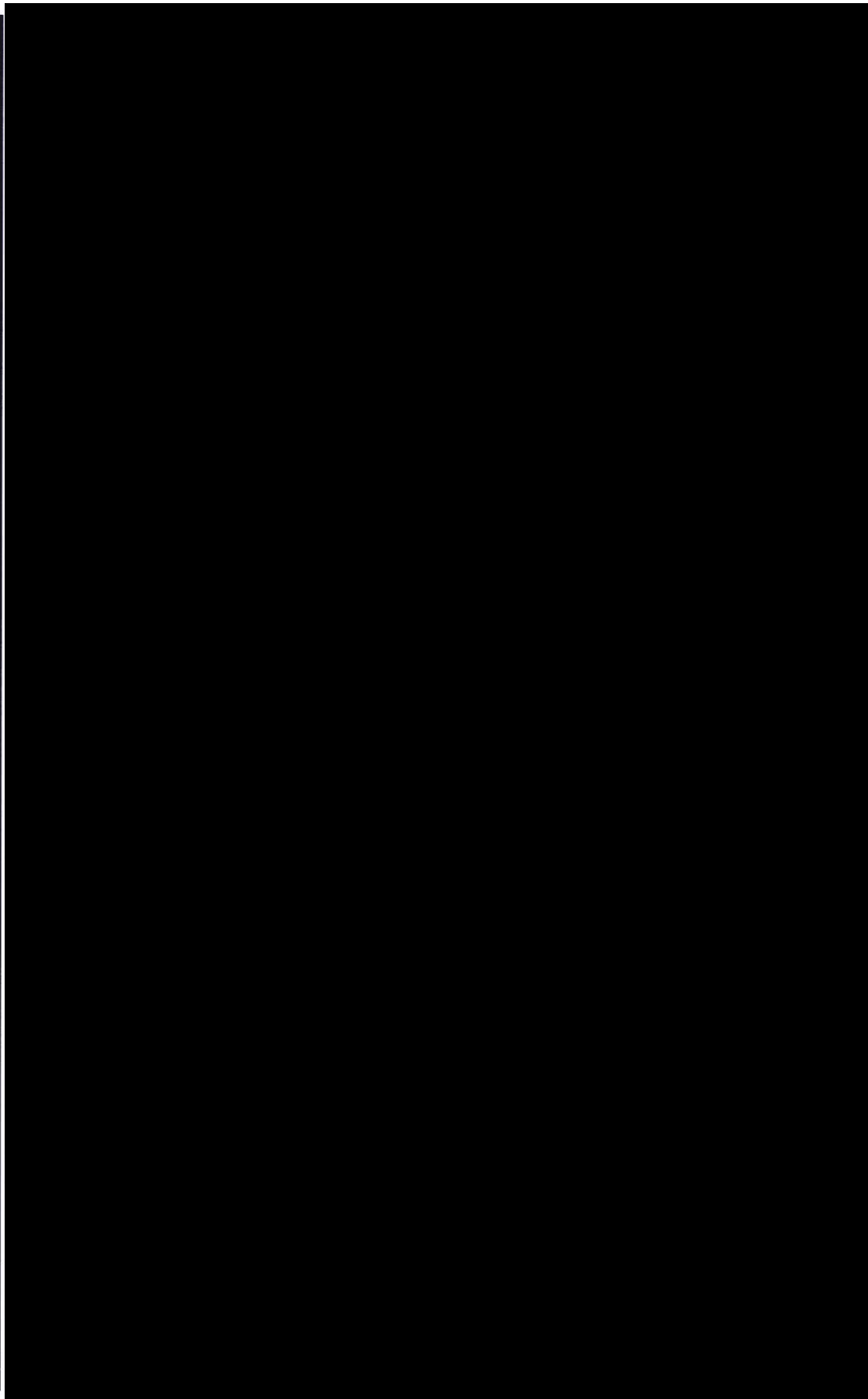
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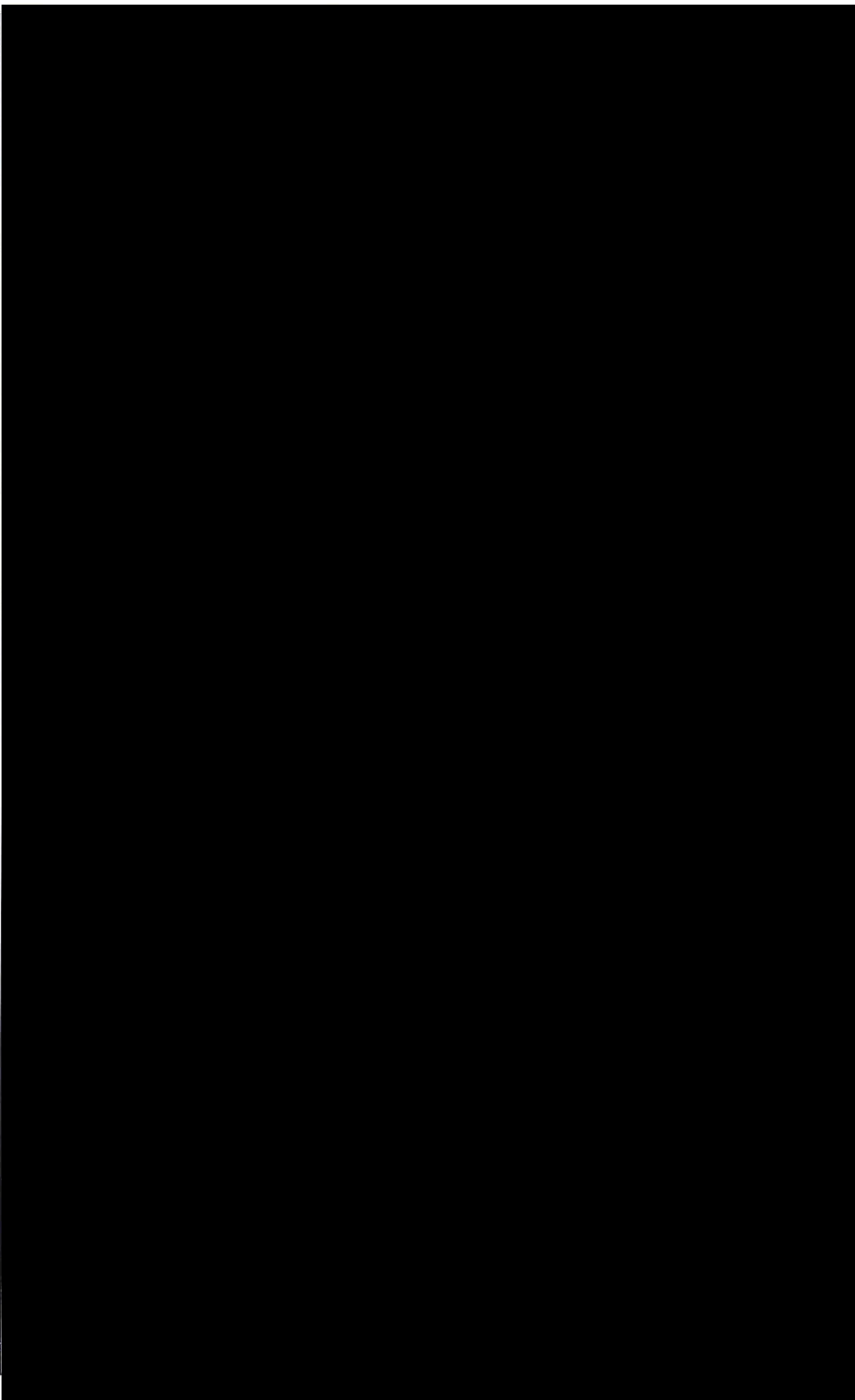
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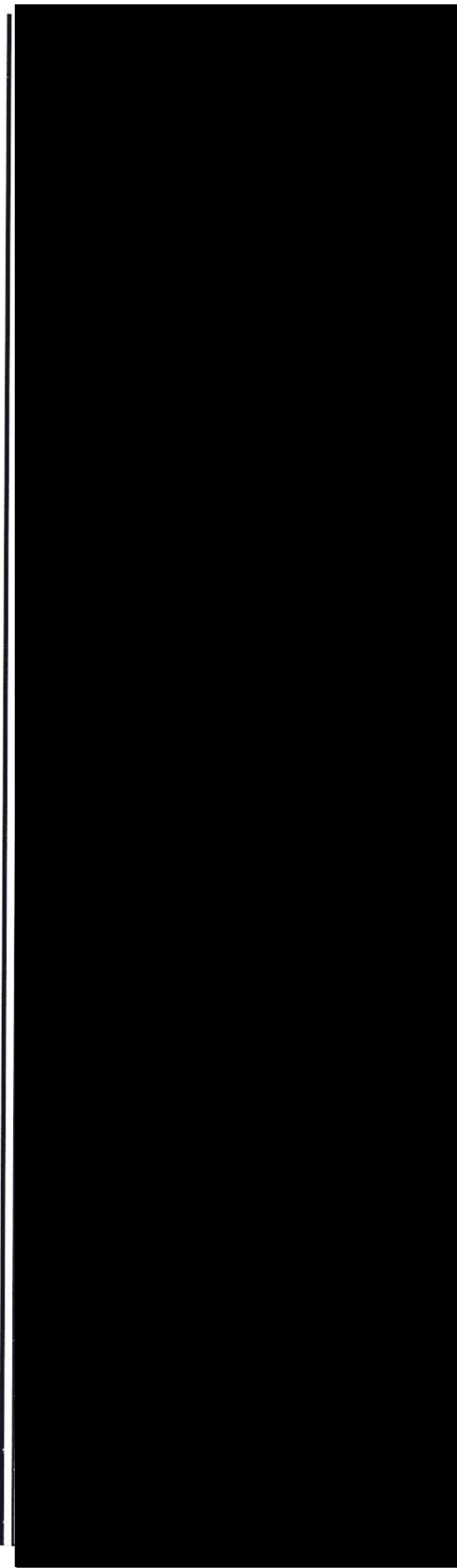
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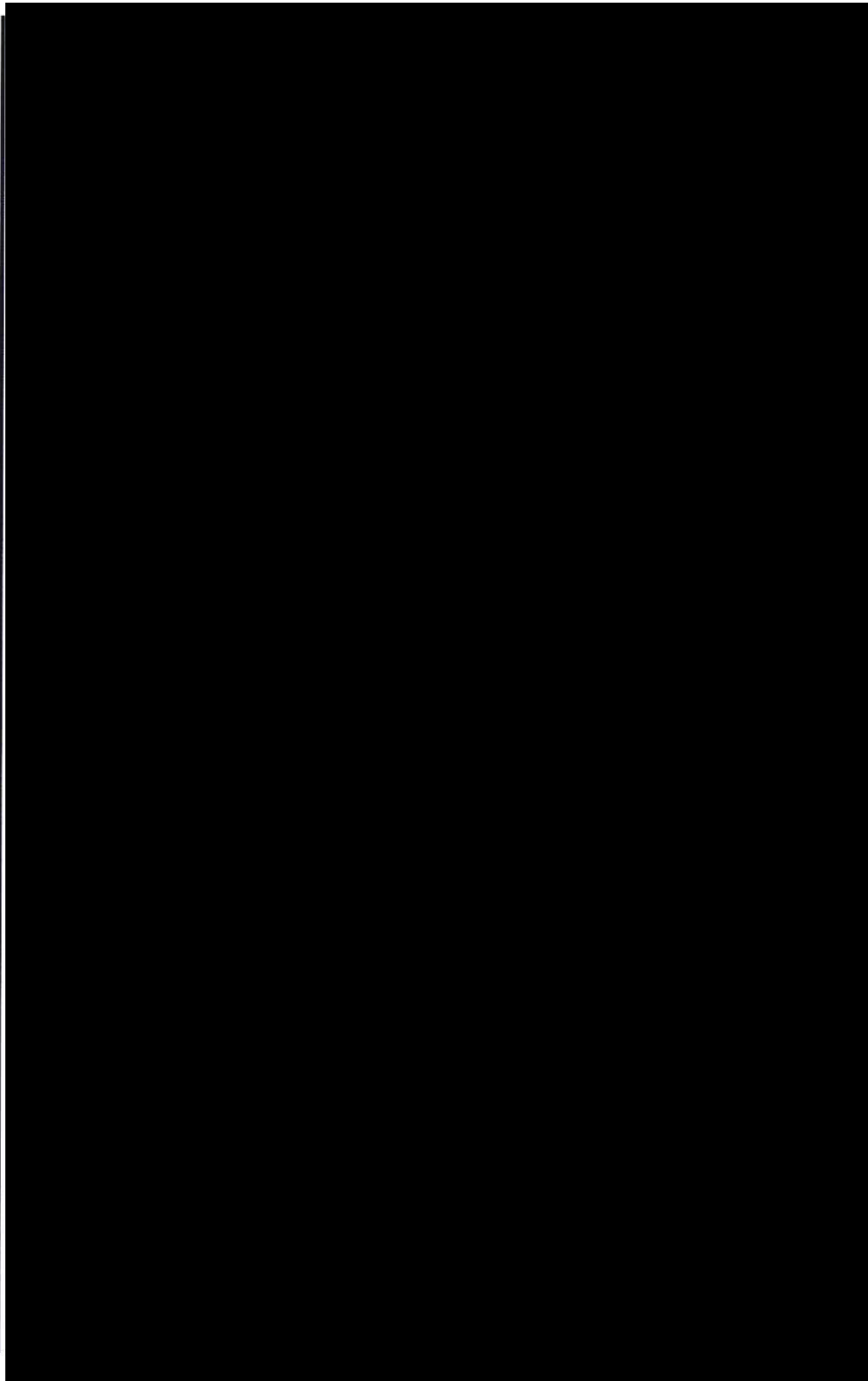
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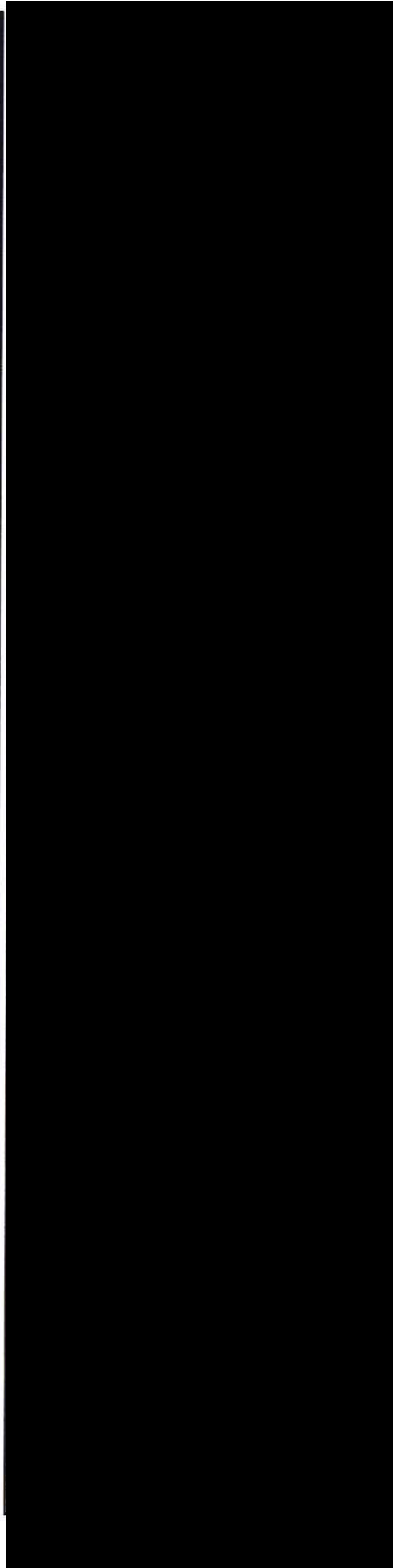
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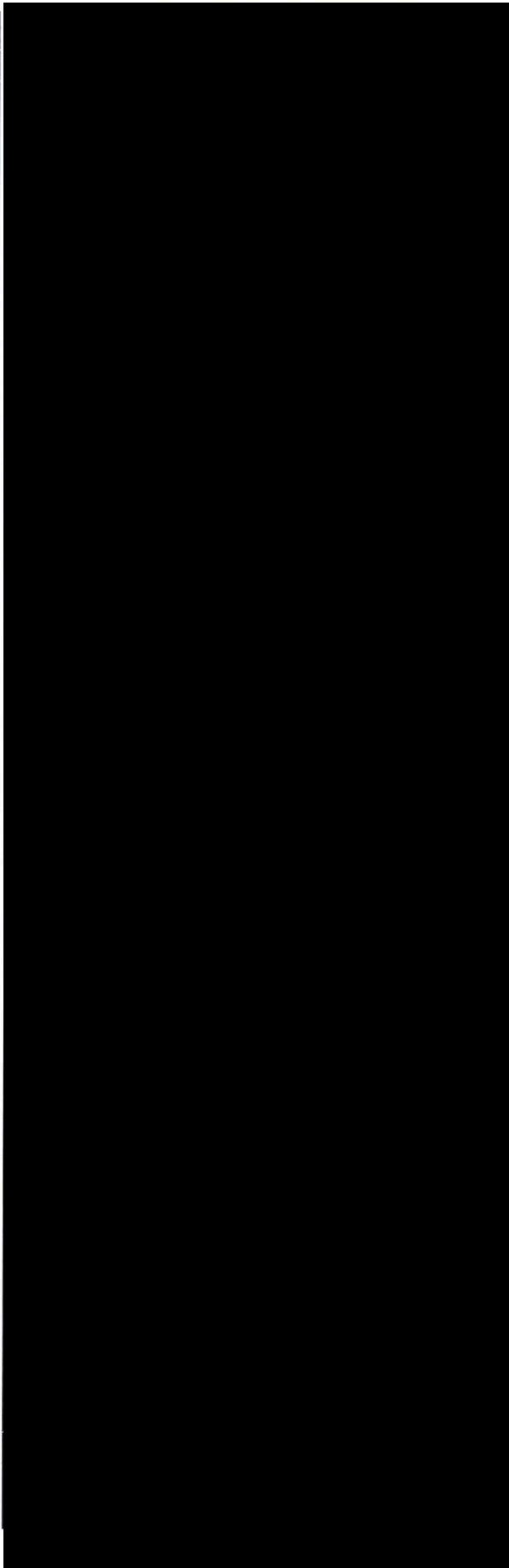
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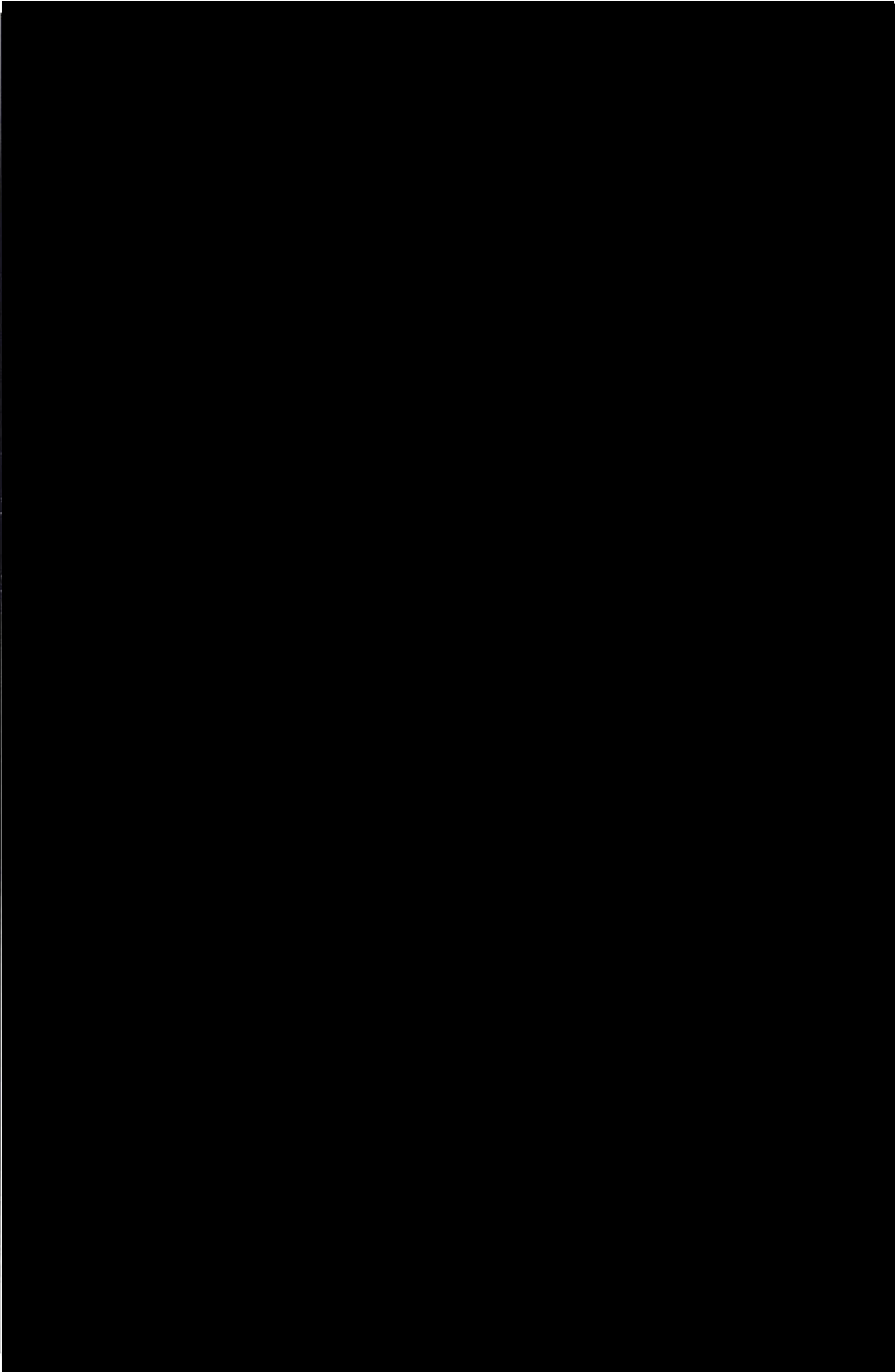
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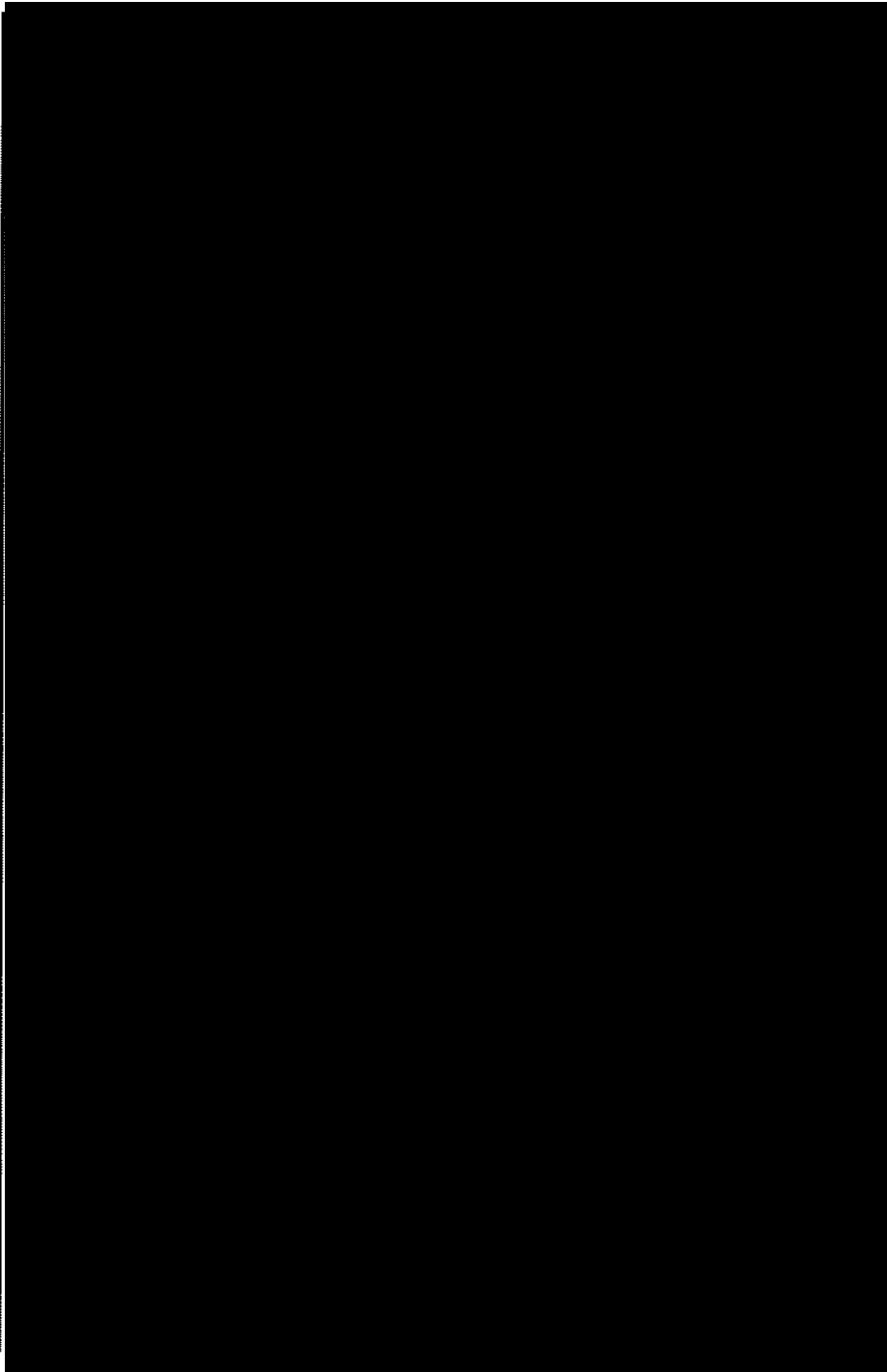
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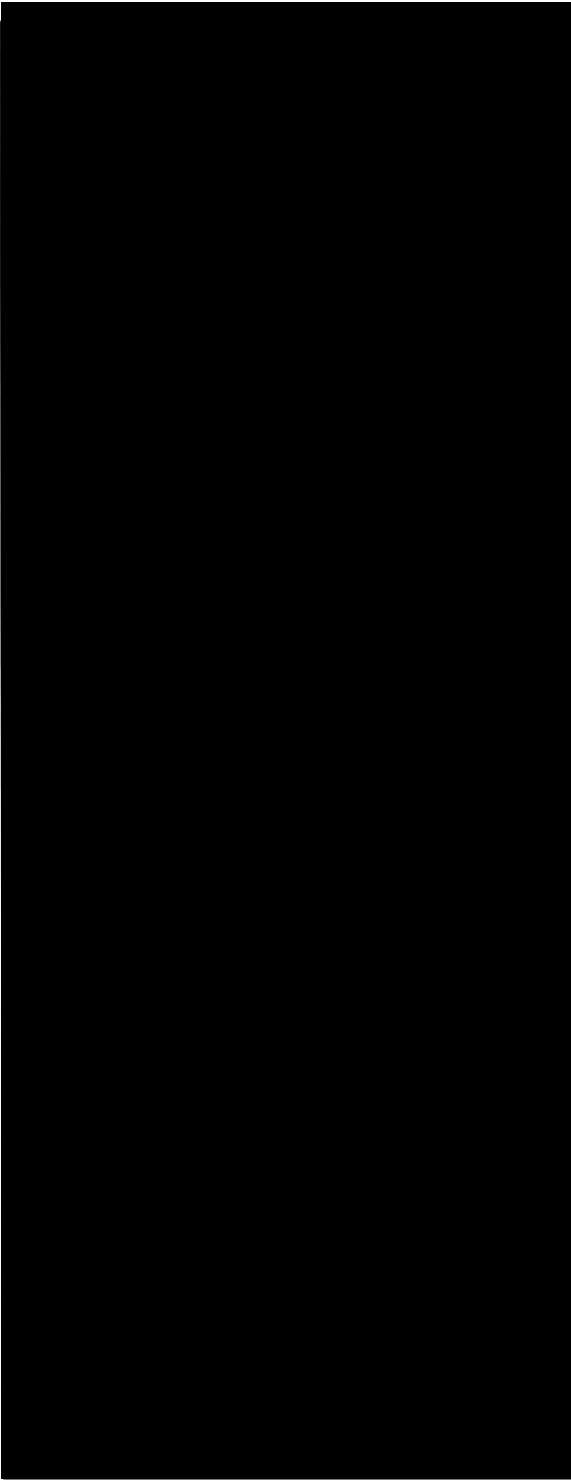
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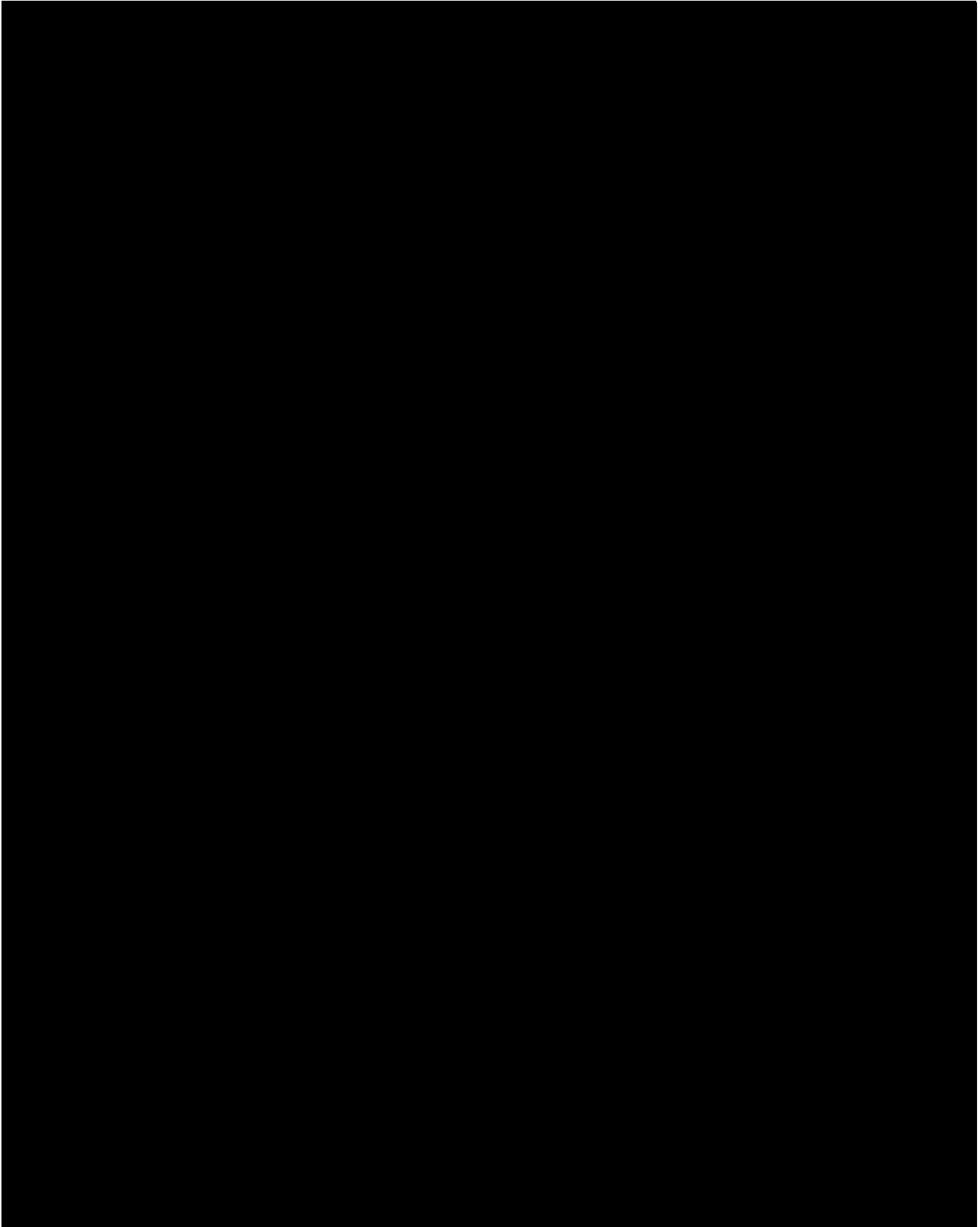
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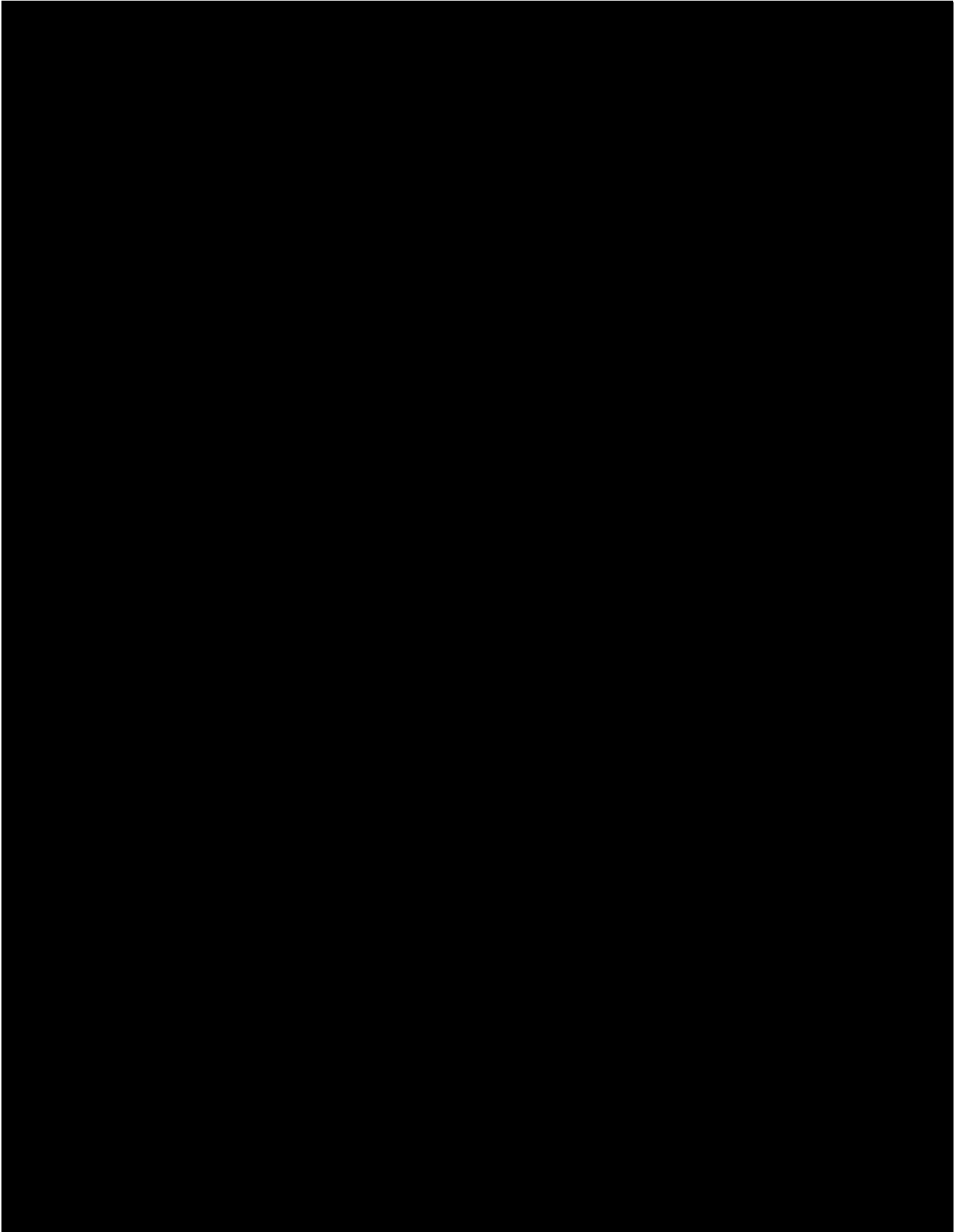
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EXHIBIT "C" - PART B - SCHEDULE OF VALUES



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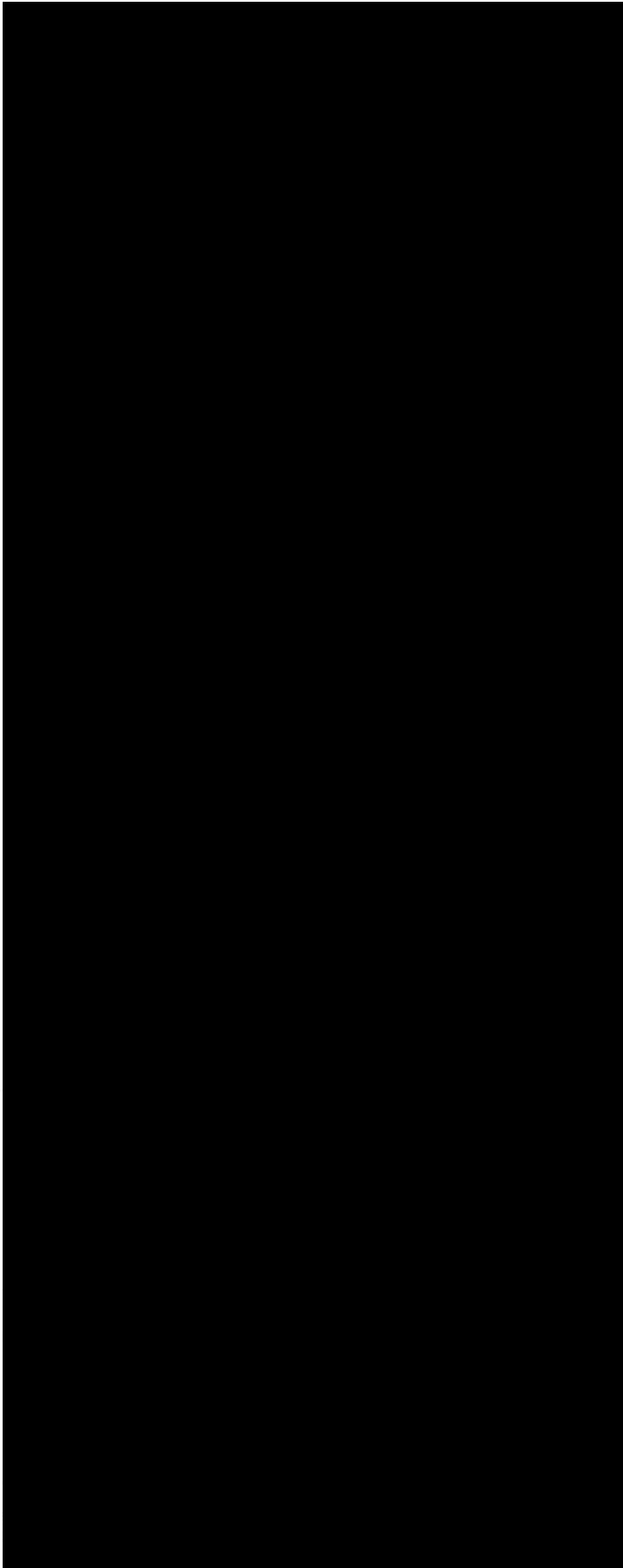
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EXHIBIT "C" - PART C - CASH FLOW



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EXHIBIT "D" -- MILESTONE DATES					
Items	Description	City Del. Date	Parsons Del. Date	BT Del. Date	Note
1	Stakeholder Review	5/1/2015			Anticipated for work required to support design efforts of fixed facilities by providing interface management, coordination, and final design of the System
2	Preliminary Design Review (PDR) design		7/31/2015	7/31/2015	
3	Intermediate Design Review (IDR) design		10/30/2015	10/30/2015	
4	Final Design Review (FDR) design		3/31/2016	3/31/2016	BT to provide final wayside design deliverables (FDR- 60 Days for items that are part of Parsons design submittals, BT has until the required contractual IDR milestone for System Design Submittals)
5	Preliminary DCD Submittal		6/1/2015	6/1/2015	NTP + 30
6	BT Preliminary Power Curves			8/1/2015	Preliminary Power Curves needed for ITSS Design and Procurement
7	FAI of first car			4/20/2017	First Article Inspection by customer (FAI) of first car in Dynamic Mode
8	MASS Ready for Installation of Bombardier Provided Equipment		1/31/2017		Compliance with Bombardier Handover Document
9	Bombardier ATC and Communications Factory Acceptance Testing Witnessed by City of Chicago			11/23/2016	Completion of Factory Testing
10	Shipment of Wayside ATC and Communications Equipment to Site			1/30/2017	
11	Bombardier supplied equipment installed in MASS		4/28/2017		Compliance with Bombardier Handover Document / Completion of Post Installation Check Out (PICO) Testing by Parsons of BT provided equipment
12	Bombardier supplied equipment installed on Existing Gateway		4/28/2017		Compliance with Bombardier Handover Document / Completion of Post Installation Check Out (PICO) Testing by Parsons of BT provided equipment
13	Bombardier supplied Central Control installed in MASS Building Facility		4/28/2017		Compliance with Bombardier Handover Document / Completion of Post Installation Check Out (PICO) Testing by Parsons of BT provided equipment
14	Bombardier supplied ATC and Comms equipment installed in existing stations		6/30/2017		Compliance with Bombardier Handover Document / Completion of Post Installation Check Out (PICO) Testing by Parsons of BT provided equipment
15	Bombardier supplied equipment installed on Parkway Extension and Lot F		10/31/2017		Compliance with Bombardier Handover Document / Completion of Post Installation Check Out (PICO) Testing by Parsons of BT provided equipment
16	First Train Delivered to Site			8/15/2017	
17	Last Train Delivered to Site			5/31/2018	
18	Substantial Completion		11/30/2018	11/30/2018	
Document, and Dates are subject to change, do to the development of a mutually agreed upon Project Master Schedule					

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EXHIBIT "E" – KEY PERSONNEL

General Information

Name: Robert L. DeCostro
Firm: Bombardier Transportation
Title: Project Manager

Years employed by firm: 10 years
Total Professional Experience: 10 years

Professional Registration and
Licenses (type/state/year/license
number): N/A

(insert title of System here)

Title/Assignment Project Lead – O'Hare ATS Expansion and Modernization Project

Description of Role/Responsibilities:

Acts within boundaries of contract to deliver INNOVIA 256 Vehicles, ATC, On-Board Comms, Wayside
Energy Storage & Maintenance Recovery Vehicles to customer; ensures Team members have sufficient
financial reporting governance; ensures all risks & opportunities are properly addressed & mitigated;
Leads Team in the successful completion of assigned tasks within schedule, allocated budgets & scope.

Commitment⁽¹⁾

Permitting	<u>100</u>	%	Design	<u>100</u>	%
Construction:	<u>100</u>	%	Startup and Testing:	<u>100</u>	%
Operation	<u>0</u>	%			

Relevant Project Experience⁽²⁾

Project: Phoenix Sky Train Project
Location: Phoenix Sky Harbor International Airport
Current Status: Operational
Date of
Involvement: from March 2010 through January 2014
Project Value (USD): \$235M USD

Description of Specific Roles and Responsibilities:

Responsible for supply of full turnkey transit solution with all systems integration & testing /commissioning
scope of work. Leads multi-functional teams in Pittsburgh & Phoenix regarding resource, allocation,
design, procurement, manufacturing, installation & systems integration of overall system.

Proposer's Client Contact Person

Name: Anne Kurtenbach
Title: Aviation Program Manager
Address: Phoenix Sky Harbor International Airport, PHX Sky Train® Project
500 S. 24th Street, Phoenix, AZ 85034
Phone: 602-683-3793
Fax: _____
Email: anne.kurtenbach@phoenix.gov

Notes:

(1) Commitment indicates the amount of time (in percent) that the staff person would be available to work on the Project during the permitting, design, construction, startup and testing, and operations phases of the Project. Indicate by "N/A" where the individual is not proposed to be involved in a particular phase of the Project. For example, if a person would be available 20 hours a week out of a 40-hour work week, reply 50% (2) Provide only those projects valued at greater than \$5M USD.

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EXHIBIT "F" – HANDOVER DOCUMENT

Stations	Work performed by E&M Contractors upon Handover for T+C	Work performed by City accepted by the E&M contractor is maintained and remitted with punch lists complete and complete control of all installations by the City and the E&M contractor passing to BT.
Cable Access	All cable installed and completion of all PICO's and testing and inspection, and punch list for all work installed including the City's installation.	<ol style="list-style-type: none"> 1. Rooms must be secure & lockable doors 2. Concrete works & mud trades substantially complete & water tight 3. Security of rooms remains with E&M contractor control passes to BT 4. Cable trays, Conduits and trunkings to Trackway complete sufficient to support installation of E&M cabling to Wayside devices.
Maintained Equipment Room Access	All equipment installed and completion of all PICO's and testing and inspection, and punch list for all work installed including the City's installation.	<ol style="list-style-type: none"> 1. All M&E devices (that are provided by Civil on which E&M scope relies) installed and tested to the extent required for the installation of E&M work. 2. Floors, walls and ceilings sealed and with final finishes complete. 3. Fire protection system installed & tested. 4. Earthing and Bonding complete and tested. 5. Heating & Ventilating and room lighting completed, tested and functional. 6. Permanent base building power feed to UPS System available. 7. Security of rooms remains with E&M contractor control passes to BT
Platform Access	All equipment installed and completion of all PICO's and testing and inspection, and punch list for all work installed including the City's installation.	<ol style="list-style-type: none"> 1. All structural supports, conduits & trays complete to the extent required for installation of PA Speakers, CCTV Cameras, PI Displays, Auto Fare Collection devices. 2. All station trunking complete from equipment rooms through to field end devices. 3. Finished ceilings not yet installed. 4. Security of rooms remains with E&M contractor control passes to BT

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EXHIBIT "F" – HANDOVER DOCUMENT

Handover Type	Work performed by E&M Contractors upon Handover for T+C	Work performed by City accepted by the E&M contractor is maintained and remitted with punch lists complete and complete control of all installations by the City and the E&M contractor passing to BT.
Public Concourse Area Access	All equipment installed and completion of all PICO's and testing and inspection, and punch list for all work installed including the City's installation.	<ol style="list-style-type: none"> 1. All structural supports, conduits & trays complete to the extent required for installation of PA Speakers, CCTV Cameras, PI Displays, Auto Fare Collection devices. 2. All station trunking complete from equipment rooms through to field end devices. 3. Finished ceilings not yet installed. 4. Security of rooms and public space remains with the E&M control passes to BT
Trackways		
Guideway Access (Viaducts)	All equipment installed and completion of all PICO's and testing and inspection, and punch list for all work installed including the City's installation.	<ol style="list-style-type: none"> 1. Structure complete with guideway deck broom clean 2. All structural and architectural work complete and ready to the extent required for installation of E&M works. 3. Temporary handrails installed (if & where required). 4. Earthing and Bonding complete and tested. 5. Cabletrays, conduits, trunkings, manholes & pull-pits complete. 6. Permanent drainage complete. 7. Service and emergency walkways complete 8. Security of the guideway remains with the E&M contractor and control passes to BT

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EXHIBIT "F" – HANDOVER DOCUMENT

Handover Type	Work performed by E&M Contractors upon Handover for T+C	Work performed by City accepted by the E&M contractor is maintained and remitted with punch lists complete and complete control of all installations by the City and the E&M contractor passing to BT.
Depot Areas		
Yard Access	All equipment installed and completion of all PICO's and testing and inspection, and punch list for all work installed including the City's installation.	<ol style="list-style-type: none"> 1. Subgrade preparation complete 2. All structural and architectural work complete and ready to the extent required for installation of E&M works. 3. Cabletrays, conduits and trunkings duct banks & manholes complete. 4. Earthing and Bonding complete and tested 5. Permanent drainage complete. 6. Service and emergency walkways complete (where required) 7. Foundations and/or concrete bases for Wayside equipment complete. 8. Security of the yard remains with the E&M contractor and control passes to BT
OCC Cable Access	All equipment installed and completion of all PICO's and testing and inspection, and punch list for all work installed including the City's installation.	<ol style="list-style-type: none"> 1. Rooms must be secure & lockable doors 2. Concrete works & mud trades substantially complete and water tight. 3. Control of rooms remains with Civil contractor 4. Cable trays, Conduits and trunkings to Trackway complete sufficient to support installation of E&M cabling to Wayside devices. 5. Security of rooms remains with E&M contractor control and passes to BT
OCC Equipment Access	All equipment installed and completion of all PICO's and testing and inspection, and punch list for all work installed including the City's installation.	<ol style="list-style-type: none"> 1. All M&E devices (that are provided by Civil on which Bombardier's scope relies) installed and tested to the extent required for the installation of E&M work. 2. Floors, walls and ceilings sealed and with final finishes complete. 3. Fire protection system installed & tested. 4. Earthing and Bonding complete and tested. 5. Heating & Ventilating and room lighting completed, tested and functional. 6. Permanent base building power feed to UPS System available. 7. Security of rooms remains with E&M contractor and control passes to BT

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EXHIBIT "F" - HANDOVER DOCUMENT

Handover Type	Work performed by E&M Contractors upon Handover for T+C	Work performed by City accepted by the E&M contractor is maintained and remitted with punch lists complete and complete control of all installations by the City and the E&M contractor passing to BT.
Substation Access	All equipment installed and completion of all PICO's and testing and inspection, and punch list for all work installed including the City's installation.	<ol style="list-style-type: none"> 1. Subgrade preparation complete 2. All structural and architectural work complete and ready to the extent required for installation of E&M works. 3. Switchyard complete including fencing and stone layer 4. Permanent drainage complete. 5. Earthing and Bonding complete and tested. 6. All building rooms broom clean and water tight 7. All rooms secure with lockable doors. 8. Ventilation system complete and operational. 9. Base building lighting and power outlets complete, tested and functional. 10. Floor and wall finishes complete. 11. Fire alarm system complete and tested. 12. Access routes and roadways complete sufficient to support delivery of substation equipment. 13. Internal and external cabletrays, conduits, trunkings, duct banks, manholes & pull-pits complete. 14. Security of the substation remains with E&M contractor and control passes to BT

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April 9, 2015

EXHIBIT "G" – PARENT COMPANY GUARANTEE

[BOMBARDIER INC. LETTERHEAD]

PERFORMANCE GUARANTEE

THIS GUARANTEE is made on the ____ day of _____, 2015.

BY: **BOMBARDIER INC.**, a corporation incorporated under the laws of Canada

(the "Guarantor")

IN FAVOUR OF: **CITY OF CHICAGO**, acting through the Department of Aviation, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois

(the "Beneficiary")

WHEREAS:

- A) The Guarantor is aware that Parsons Construction Group Inc. ("**Parsons**") has executed a design-build contract (the "**Master Contract**") with the Beneficiary in respect of Design-Build-Operate-Maintain (DBOM) services for the expansion and modernization of the O'Hare Airport Transit System (ATS) (the "**Project**").
- B) The Guarantor has been notified of the execution of a subcontract dated • (the "**Subcontract**"), between Parsons and Bombardier Transportation (Holdings) USA Inc. (the "**Company**") whereunder the Company will perform its Scope of Work (as such term is defined in the Subcontract) (the "**Subcontracted Obligations**").
- C) The Beneficiary is an intended third-party beneficiary of the Subcontract.
- D) The Guarantor is aware that Parsons has provided to the Beneficiary a surety bond (the "**Parsons Surety Bond**") in connection with the Master Contract, which Parsons Surety Bond also covers a portion of the Subcontracted Obligations.
- E) The Guarantor is aware that the Company has provided to Parsons a surety bond (the "**Company Surety Bond**") in connection with the Subcontract, which

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Company Surety Bond covers an equivalent portion of the Subcontracted Obligations covered under the Parsons Surety Bond.

- F) The Guarantor, as ultimate parent of the Company, has agreed to guarantee directly to the Beneficiary in the manner hereinafter set forth the due performance by the Company of its Subcontracted Obligations.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. **Guarantee.** The Guarantor hereby unconditionally and irrevocably guarantees to the Beneficiary the performance of all the Subcontracted Obligations of the Company under or in respect of the Subcontract, provided, however, that the Guarantor's liability to the Beneficiary hereunder shall be limited to the Company's liability under the Subcontract, up to a maximum [REDACTED]
2. **Performance / Payment.** The Guarantor shall, within thirty (30) days after receiving "Notice" which shall consist of a demand from the Beneficiary along with the following statements described in (i) through (iii) below, which statements shall remain true and valid for as long as there is a claim outstanding under this Guarantee by the Beneficiary:
 - (i) A copy of Parsons' notice to the Company, in accordance with the terms of the Subcontract, that the Company is in default of its Subcontracted Obligations;
 - (ii) Parsons' written agreement that it will not make a claim against the Company and/or under the Company Surety Bond for nonperformance of the Subcontracted Obligations so long as, and to the extent that, the Guarantor is timely and properly performing such Subcontracted Obligations or making the required payments hereunder, in accordance with this Guarantee and so long as (a) neither the Beneficiary, the Company nor the Guarantor have commenced or do commence a claim against Parsons in connection with the same nonperformance, and (b) all applicable statutes of limitation are tolled to preserve the rights of the Beneficiary, Parsons and the Company in accordance with Section 12 of this Guarantee; and
 - (iii) The Beneficiary's written agreement that it will not make a claim against Parsons or the Parsons Surety Bond for nonperformance of that portion of the Master Contract comprised of the Subcontracted Obligations so long as, and to the extent that, the Guarantor is timely and properly performing such Subcontracted Obligations or making the required payments hereunder, in accordance with this Guarantee,

perform or cause to be performed the Company's Subcontracted Obligations or, at its option, reimburse the Beneficiary any loss, damage, costs and expenses suffered or

incurred by the Beneficiary out of or in connection with the failure of the Company to perform the Subcontracted Obligations. Any such Notice shall be deemed a demand for payment or a demand for performance of obligations as at the end of such 30-day period. Notwithstanding any other provision of this Guarantee, the Master Contract or the Subcontract, the Guarantor shall not be required to cause the performance of any Subcontracted Obligation or pay any loss, damages or costs hereunder except to the extent that the Company has defaulted in the performance of its Subcontracted Obligations under the terms of the Subcontract. The Beneficiary shall not be required to first proceed against Parsons or enforce any claims under the Parsons Surety Bond or any other security given by the Company or any other person before making a demand under and in accordance with the terms of this Guarantee. The Beneficiary understands and agrees that the Guarantor may, in the performance of the Company's obligations, engage the services of third parties who must meet or exceed industry standards.

Further, notwithstanding any other provision of this Guarantee, the Master Contract or the Subcontract, the Guarantor shall not be required to cause the performance of any Subcontracted Obligation or make any payment hereunder if Parsons is in default under the Subcontract for failure to make payments to the Company, but only if such default and non-payment by Parsons is not as a result of the Company's default under the Subcontract in accordance with the terms of the Subcontract.

3. **No Duplication.** The Beneficiary shall not be entitled to recover more than once in respect of the same default by the Company of its Subcontracted Obligations and there shall be no duplication of recovery by reason of there being the Parsons Surety Bond and the Company Surety Bond in addition to this Guarantee to secure the performance of all of the obligations of Parsons and the Company under or in respect of the Master Contract and the Subcontract.
4. **Guarantee of Company's Obligations Only.** The Beneficiary shall only be entitled to make a claim under this Guarantee in the event of the Company's default to perform its Subcontracted Obligations, in accordance with the terms of the Subcontract. For clarity, the Beneficiary shall not be entitled to make a claim under this Guarantee in the event of a default under the Master Contract unless such default is caused by the Company's failure to perform its Subcontracted Obligations and the Beneficiary shall only be able to claim hereunder to the extent of the Company's failure to perform its Subcontracted Obligations.
5. **Liability Absolute.** This Guarantee is absolute and shall not be affected by (i) any change to the corporate structure of the Company or the Guarantor, whether such change is due to a diminution of capacity, change of name or status, acquisition, amalgamation or otherwise, (ii) any lack or limitation of status or of power, incapacity or disability of the Company or of its directors, (iii) the Company not being a legal or suable entity, or (iv) any irregularity, defect or informality in the execution of the Subcontract.

Without in any way limiting or lessening the liability of the Guarantor hereunder, the Beneficiary may, provided that the Guarantor's ability under law to be subrogated in the rights of the Beneficiary is not affected by the following acts of the Beneficiary, grant time, renewals, extensions or indulgences to Parsons or to the Company, directly or indirectly.

6. **Amendments.** Notwithstanding anything contained herein, in the Master Contract or in the Subcontract, no amendment or other modification of the Master Contract or the Subcontract which increases the Guarantor's performance obligations to the Beneficiary hereunder shall be effective as against the Guarantor without the prior written consent of the Guarantor.
7. **Successors and Assigns.** This Guarantee shall inure to the benefit of and be binding upon the respective successors and assigns of the Beneficiary and the Guarantor.
8. **Partial Invalidity.** Should any provision of this Guarantee be unenforceable or invalid, the other provisions hereof shall remain in force.
9. **Notices.** Any account, demand, consent, record, election or notice required or permitted to be given under this Guarantee shall be in writing and sent by first class letter or telecopy or Email addressed as follows:

If to the Beneficiary to:

City of Chicago
Department of Aviation
10510 W. Zemke Road
Chicago, Illinois 60666

Attention: Commissioner

Facsimile: •

With a copy to:

City of Chicago
Department of Procurement Services
City Hall
121 N. LaSalle Street, Room 806
Chicago, Illinois 60602

Attention: Chief Procurement Officer

Facsimile: •

With a copy to:

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City of Chicago
Law Department
City Hall
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602

Attention: Deputy Corporation Counsel
Aviation, Environmental, Regulatory and Contracts
Division

Facsimile: 312-744-5185

If to the Guarantor to:

Bombardier Inc.
800 René-Lévesque Boulevard West
Montreal, Quebec, Canada
H3B 1Y8

Attention: Corporate Legal Affairs Department
Email: corporatelegalaffairs@bombardier.com
Facsimile: 514-861-2746

If to Parsons:

Parsons Construction Group Inc.
1499 W. 120th Ave.
Westminster, CO 80234

Attention: President
Email: garry.higdem@parsons.com
Facsimile: 303-566-1141

If to the Company:

Bombardier Transportation (Holdings) USA, Inc.
1501 Lebanon Church Road
Pittsburgh, PA 15236

Attention: Vice President, Contracts & Legal Affairs
Facsimile: 412.655.5566

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or in each case to such other person or address or addresses as the party entitled to receive the same may notify in writing to the other party. All notices by facsimile or Email shall also be sent by post on the day of sending. Notices shall be deemed given when received.

10. **Termination.** This Guarantee shall terminate (i) on final acceptance by the Beneficiary of all the vehicles covered by this Guarantee or on the one year anniversary of Substantial Completion of the Project under the Master Contract, whichever is later, or (ii) upon termination of the Master Contract or the Subcontract for any reason other than one arising from Company's default in respect of the Subcontracted Obligations. Upon termination of this Guarantee, the Beneficiary shall be obliged to return the original thereof immediately to the Guarantor.

11. **Governing Law.** This Guarantee and any claim, controversy or dispute arising under or related to this Guarantee shall be governed, construed and enforced in all respects in accordance with the laws of the State of Illinois, U.S.A, without regard to any conflicts of law rules. Each of the parties hereto hereby irrevocably consents to and agrees that any action, suit or proceeding with respect to any matter under or relating in any way to this Guarantee shall be brought in the courts of such jurisdiction and each of the parties hereby irrevocably accepts and submits, for itself and in respect of its properties, to the non-exclusive jurisdiction of such courts in personam, generally and unconditionally, with respect to such action, suit or proceeding and parties hereby waive any objection that such court is an inconvenient forum or that the venue of the action, suit or proceeding is improperly provided. **THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED ON OR ARISING OUT OF THIS GUARANTEE AND ANY DEALINGS BETWEEN THEM RELATING TO THIS GUARANTEE. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATION TO THIS GUARANTEE. IN THE EVENT OF LITIGATION, THIS GUARANTEE MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

12. **Tolling of Limitations Period.**

- (a) The parties hereto agree that the running of time for purposes of any and all statutes of limitation, statutes of repose, and other defenses based on the passage of time, including, without limitation, laches, estoppel, and waiver, whether in equity, under law, any agreement, or otherwise (the "Time Based Defenses") that may be applicable to any and all claims by any of the parties hereto against any other party hereto, relating to the Subcontracted Obligations, shall be stayed and tolled from the date the Notice is delivered pursuant to Section 2 of this Guarantee (the "Tolling Start Date") to ninety (90) days after the Beneficiary notifies the Guarantor that the Guarantor is not properly performing the Subcontracted Obligations or making the required payments in accordance with this

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Guarantee (the "Tolling End Date," and the time from the Tolling Start Date to the Tolling End Date being the "Tolling Period"). The parties hereto agree not to ever assert any Time Based Defenses against each other based on the time during the Tolling Period.

- (b) During the Tolling Period, the parties hereto (i) shall not commence or institute any legal actions, including litigation, arbitration or any other legal proceedings of any kind whatsoever, in law or equity, or assert any claim, demand, action or cause of action relating to the Subcontracted Obligations; and (ii) shall meet and confer in Chicago, Illinois or by teleconference in an effort to negotiate a resolution to their disputes. This subparagraph shall not affect any party's ability to defend or litigate any action brought by an entity not a party to this Guarantee.

13. Counterparts and Electronic Transmission. This Guarantee may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and either of the parties hereto may execute this Guarantee by signing any such counterpart. Delivery of an executed signature page by any party to this Guarantee by electronic transmission will be as effective as delivery of a manually executed copy of the Guarantee by such party.

SIGNED IN _____ on the day and year first above written.

BOMBARDIER INC.
as the Guarantor

Per: _____ Per: _____

BOMBARDIER TRANSPORTATION (HOLDINGS) U.S.A., INC.
as the Company

Per: _____ Per: _____

CITY OF CHICAGO, Department of Aviation
as the Beneficiary

Per: _____ Per: _____

PARSONS CONSTRUCTION GROUP INC.
as Parsons

Per: _____ Per: _____

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EXHIBIT H – INSURANCE

MINIMUM INSURANCE TO BE PROVIDED BY SUBCONTRACTOR

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease. Coverage must include alternate employer and voluntary compensation endorsement when applicable. Waiver of Subrogation shall be provided in favor of Owner and Contractor.

Sub-Subcontractors performing work for the Subcontractor must have coverage and limits as noted above.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance with limits of not less than \$25,000,000 per occurrence and in the aggregate for bodily injury, personal injury, and property damage liability. Cover ages must include the following: All premises and operations, products/completed operations (for a minimum of five (5) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability, means, methods, techniques, sequences and procedures. The Owner, the Contractor and others as required by contract are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work with a waiver of subrogation.

Sub-Subcontractors performing work on site for the Subcontractor must maintain limits of not less than \$2,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Work to be performed, the Subcontractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Owner, the Contractor, and others as required by Prime Contract are to be named as an additional insureds on a primary, non-contributory basis with waiver of subrogation.

Sub-Subcontractors performing work for the Subcontractor must maintain limits of not less than \$2,000,000 with the same terms herein.

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4) Cargo, Inland Marine and Builders Risk

Subcontractor shall provide coverage to the Full Replacement Cost Value of all materials, supplies, equipment, machinery and fixtures provided by Subcontractor that are or will become a part of the Project or is a subject of this Agreement while in transit by any conveyance or while stored at Subcontractor's site or an off-site location until it arrives and is accepted by Subcontractor at the Project site. Subcontractor will be responsible for any deductible associated with such coverage.

Contractor will provide Builders Risk coverage up to the Full Replacement Cost Value of the project to cover all materials, supplies, equipment, machinery and fixtures that are or will become part of the project once it reaches the Project Site. Subcontractor and all sub-subcontractors will be Additional Insureds under Contractor's Builder's Risk policy with a waiver of subrogation in favor of all Additional Insureds.

5) Professional Liability – Not Applicable

6) Valuable Papers

When any plans, designs, drawings, data media, specifications and/or documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

7) Property

The Subcontractor and sub-subcontractors are responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Subcontractor.

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SECTION 3 –CONTRACT INSURANCE REQUIREMENTS

CONTRACT INSURANCE REQUIREMENTS

Department of Aviation Design Build Airport Transit System

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease. Coverage Must include alternate employer and voluntary compensation endorsement when applicable.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$50,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include Endorsement CG 21 39 or equivalent), means, methods, techniques, sequences and procedures. The City of Chicago and others as required by contract are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits of not less than \$2,000,000 with the same terms herein.

5) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$10,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits of not less than \$2,000,000 with the same terms herein.

6) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent project. Coverages must include but are not limited to the following: faulty workmanship or materials, testing, mechanical-electrical breakdown, changes in temperature, business income, extra expense, ordinance or law for increased cost construction, loss of rents, loss of use of property and other consequential loss, when applicable. The City of Chicago is to be named as an additional insured and loss payee.

7) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$10,000,000. Coverage must include pollution liability if environmental site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Subconsultants performing work for the Contractor must maintain limits of not less than \$2,000,000 with the same terms herein

8) Valuable Papers

When any plans, designs, drawings, data media, specifications and/or documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

9) Property

The Contractor is responsible for all loss or damage to City property at full replacement cost.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

B. ADDITIONAL REQUIREMENTS

The Contractor must furnish the City of Chicago, Department City of Chicago, O'Hare Modernization Program, 10510 West Zemke Road, 60666, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Contractor must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

Issue Date: 04/07/2015
SPS/PS Initials: RJS

INSURANCE CERTIFICATE OF COVERAGE

Name of Insured: Parsons Construction Group
Address: 100 West Walnut
(Number and Street)
Pasadena, CA 91124
(City) (State) (ZIP)

Specification Number: 121778
RFQ Number: _____
Project Number: _____
Contract (PO) Number: 32130

Description of Operation/Location: OMP - DESIGN/BUILD SERVICES FOR O'HARE ATS EXPANSION & MODERNIZATION

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago ("City"). The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input checked="" type="checkbox"/> Occurrence <input checked="" type="checkbox"/> Premise-Operations <input checked="" type="checkbox"/> Explosion/Collapse Underground <input checked="" type="checkbox"/> Products/Completed-Operations <input checked="" type="checkbox"/> Blanket Contractual <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution	Allied World Assurance Co. (U.S.), Inc.	0309-5303	12/07/18	CSL Per Occurrence \$ <u>2,000,000</u> General Aggregate \$ <u>4,000,000</u> Products/Completed Operations Aggregate \$ <u>4,000,000</u>
Automobile Liability - Primary Excess	National Union Fire Ins Co of Pittsburgh, PA Lexington Ins. Co.	CA6579207 11665435	01/01/16 01/01/16	CSL Per Occurrence \$ <u>1,000,000</u> \$ <u>9,000,000 x \$1,000,000</u>
<input checked="" type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability	National Fire & Marine Insurance Co.	42XSF30125501	12/07/18	Each Occurrence \$ <u>25,000,000</u>
Workers Compensation and Employers Liability	The Insurance Co. of the State of Pennsylvania	WC028328344	01/01/06	Statutory/Illinois Employers Liability \$ <u>1,000,000</u>
Builders Risk/Course of Construction	National Union Fire Insurance Co.	013755949	12/07/18	Amount of Contract \$ <u>310,000,000</u>
Professional Liability	Steadfast Ins. Co.	E0C0011362700	12/30/18	\$ <u>10,000,000</u>
Owner Contractors Protective				\$ _____
Other Excess Liability	Allied World Assurance Co (U.S.), Inc.	0309-5305	12/07/18	\$ <u>25,000,000 x 25,000,000</u>

- Each Insurance policy required by this agreement, excepting policies for Workers Compensation and Professional Liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago."
- The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.
- Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
- The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice
Certificate Holder/Additional Insured

City of Chicago
Department of Procurement Services
121 N. LaSalle Street, Suite 806
Chicago, IL 60602

Signature of Authorized Rep. Elizabeth Crossley
Agency/Company: Lockton Companies
Address 444 W. 47th Street, Ste. 900, Kansas City, MO 64112
Telephone 816-960-9600

For City Use Only

Name of City Department requesting certificate: (Using Dept.) CHICAGO DEPARTMENT OF AVIATION (CDA)
Address: 10510 W. Zemke Road, Chicago, IL 60666

Attention: _____

EXHIBIT 6 - GENERAL CONDITIONS FOR CONSTRUCTION WORK

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CROSS REFERENCES TO FEDERAL REQUIREMENTS

The Work in this Contract may be funded in whole or in part by the Federal Airport Improvement Program and/or by the Federal Highway Administration. The United States is not a party to this Contract and no reference in this Contract to the Federal Aviation Administration ("FAA"), the Federal Highway Administration (FHWA), or any representative thereof, or to any rights granted to the FAA, FHWA, or any representative thereof, makes the United States a party to this Contract. The following federally required provisions are material terms of this Contract.

1. BONDS / INSURANCE / INDEMNIFICATION – Article XVI
2. BUY AMERICAN – Section XIX.T
3. CARGO PREFERENCE - USE OF UNITED STATES FLAG VESSELS – Section XIX.DD
4. CERTIFICATION OF RESTRICTION ON LOBBYING - EDS
5. CIVIL RIGHTS - Section XIX.C
6. COPELAND ANTI-KICKBACK ACT - Section XIX.I
7. DAVIS-BACON REQUIREMENTS - Sections XIX.H
8. DISADVANTAGED BUSINESS ENTERPRISES - Section XIX.F
9. ENVIRONMENTAL REQUIREMENTS - Section XIX.S and Section XIV.C
10. EPA CONTRACTOR LISTING - EDS
11. EQUAL EMPLOYMENT OPPORTUNITY - Section XIX.D
12. FALSE OR FRAUDULENT STATEMENTS AND CLAIMS - Section XIX.O
13. FOREIGN TRADE RESTRICTIONS - Section XIX.U
14. GOVERNMENT DEBARMENT AND SUSPENSION - EDS
15. HOURS AND SAFETY STANDARDS ACT - Section IX.J
16. INTEREST OF MEMBERS OR DELEGATES TO THE UNITED STATES CONGRESS - Section XIX.Z
17. NO EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS - Section XIX.J

18. NON-SEGREGATED FACILITIES CERTIFICATION - EDS
19. PATENT RIGHTS - Section XIX.EE
20. PREFERENCE FOR RECYCLED PRODUCTS - Section XIX.CC
21. PROMPT PAYMENT TO SUBCONTRACTORS - Section IX.G
22. RECORD AVAILABILITY - Section XII.E
23. REHABILITATION ACT - Section XIX.C
24. REMEDIES - Articles XVII and XVIII
25. RIGHTS IN DATA AND COPYRIGHTS - Section XIX.FF
26. STATE OF ENERGY CONSERVATION PLANS - Section XIX.R
27. TERMINATION FOR CONVENIENCE - Article XVIII
28. VETERANS PREFERENCE - Section XIX.V
29. AMERICANS WITH DISABILITIES ACT – Section XIX.M
30. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities.
31. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500).
32. The Endangered Species Act, 16 U.S.C. §1531, et seq.
33. 23 U.S.C. §138.
34. The health and safety requirements set forth in 23 C.F.R. § 635.108.
35. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements.

36. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.
37. The requirements of Form FHWA-1273 set forth in Exhibit 7.

I. GENERAL PROVISIONS

The definitions set forth herein apply solely to this Exhibit 6, regardless of the applicability of the definitions set forth elsewhere in the Contract, unless the definitions set forth herein are otherwise duplicated elsewhere.

A. Definitions:

"Airport" means Chicago O'Hare International Airport with any additions thereto, improvements, or enlargements thereof, now or hereafter made, except any land rights-of-way or improvements which are now or may hereafter be owned by or are part of the transportation system operated by the Chicago Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport.

"Airport Operations" means 1) the movement of passengers, vehicles and freight into, on and out of the airport, and 2) aircraft operations into, on and out of the airport and all support services needed to operate aircraft including but not limited to, fueling, repairing, baggage services and food services.

"Airfield" or "Airside" means, generally, those Airside areas beyond the terminals, buildings, and gates where aircraft operate. The Airfield is also known as Aircraft Operations Area (AOA).

"Aviation" means the Department of Aviation of the City of Chicago.

"Award" means the date that the Contract is released by the Department of Procurement Services.

"Baseline Schedule" means a schedule prepared to illustrate a planned method of performing a group of inter-related tasks. The baseline schedule is the Contractor's initial plan to perform the work identified by the Contract Documents with the time established by the Contract Documents, formatted in the Critical Path Method and approved by the Commissioner in accordance with Article VIII.

"Beneficial Occupancy" means the date or decision for use of the project or portion thereof for the purpose intended whereby the Owner/Tenant may occupy or use the building or area even while contract work is on-going.

"Business Days" means business days according to the City of Chicago calendar.

"Calendar Day" means every day shown on the calendar including Saturdays, Sundays and holidays.

"Chicago O'Hare International Airport Design and Construction Standards" means,

collectively, those documents which have been or may be issued from time to time by the City containing design and construction standards for new construction at the Airport, including those specifically developed for the OMP.

"Chief Procurement Officer" means the Chief Executive of the Department of Procurement Services for the City of Chicago, and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf.

"City" means the City of Chicago, a municipal corporation and home-rule government under sections 1 and 6(a), Article VII, respectively, of the 1970 Constitution of the State of Illinois.

"Commissioner of Aviation" or "Commissioner" means the Chief Executive of the Department of Aviation for the City of Chicago and any representative duly authorized in writing to act on the Commissioner's behalf.

"Comptroller" means the Chief Executive of the Department of Finance for the City of Chicago and any representative duly authorized in writing to act on the Comptroller's behalf.

"Contract" or "Agreement" means this contract for construction, including all exhibits attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made from time to time in accordance with the terms hereof.

"Contract Completion Date" is the date, determined by the number of Calendar Days (set forth in the Special Provisions following issuance of a Notice-to-Proceed by which the Contractor must achieve Substantial Completion of the Project. The Special Provisions may also set forth Calendar Days for Substantial Completion of phases or milestones. The Contract Completion Date and/or completion dates for phases and milestones, if any, may be adjusted by Contract Modification.

"Contract Documents" means all of the documents comprising this Contract, including: the General Provisions; the Special Provisions; the Technical Provisions; the Reference Drawings; and the Conformed Contractor Final Technical Proposal.

"Contract Modification" is a document signed by the Contractor and City (or the City alone under certain circumstances stated in the Special Provisions) that adjusts the scope of Work, the Contractor's compensation, the Contract Completion Date, or the time allowed by the Contract for completion of any phase or milestone.

"Contractor's Warranty" means the Contractor's representation as to the character and quality of the Work in accordance with the terms and conditions of the Contract Documents, and the Contractor's promise to repair and replace the Work not in conformance with such representations. Without limiting the scope or duration of any

Manufacturer's Warranty provided for specific parts of the Work, all Work furnished under this Contract is guaranteed by Contractor against defective materials and workmanship, improper installation or performance, and non-compliance with the Contract Documents for a period of one year. Unless otherwise specified, the one-year period will begin on the date of Substantial Completion or Beneficial Occupancy, whichever comes first, for those parts of the Project that are completed and put into use prior to Final Completion. For all other parts of the Project the one-year period will begin on the date of Final Completion

"Days" (whether or not capitalized) means Calendar Days, unless otherwise stated.

"Daytime Work" means work performed between the hours of 6:00 a.m. and 6:00 p.m., Central Time, unless otherwise defined in the plans.

"Environmental Laws" means all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, administrative orders, executive orders and any other applicable directives pertaining to environmental or health matters.

"FAA" means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

"FHWA" means the Federal Highway Administration.

"Field Order" means a written order to the Contractor, signed by the Commissioner (with the prior written approval of the Commissioner and the Chief Procurement Officer), unilaterally directing changes in the Work and / or in the Contract time.

"Final Completion of the Project" has the same meaning as Final Acceptance in the Special Provisions.

"Hazardous Materials" means friable asbestos or asbestos containing materials, polychlorinated biphenyls (PCBs), petroleum products, natural gas, source material, special nuclear materials, and by-product materials regulated under the Atomic Energy Act (42 U.S.C. Sec. 2011, et seq.), pesticides regulated under the Federal Insecticide Fungicide and Rodenticide Act (7 U.S.C. Sec 136, et seq.), and any hazardous waste, toxic or dangerous substance or related material, including any substance defined, determined or identified as "hazardous waste", or "toxic substance" or "contaminant" (or comparable term) in any Environmental Law.

"Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Contract.

"Landside" means the airport terminal areas, parking, roadway, baggage and curbside areas and other areas that are not Airside.

"Manufacturer's Warranty" means a representation by a fabricator or manufacturer as to the character and quality of materials that are a part of the Work, along with a promise to repair or replace materials not in conformance with such representation, which Warranty is provided by a fabricator or manufacturer in the normal course of its business.

"Monthly Update Schedule" means a version of an original Baseline Schedule that contains a record of progress to date and additions representing accepted changes in the future sequence of the work. The Monthly Update Schedule will accurately forecast the contractors plan to complete the remaining contract work within the time established by the Contract Documents including dates shifted by Field Order.

"Moratorium Day" means a workday on which restrictions imposed on the performance of the work by the Commissioner or other applicable authorities (most typically during holiday travel seasons) which so interfere with the prosecution of the Work as to be deemed by the Commissioner an event beyond the reasonable control of the Contractor.

"Night Work" means work performed between the hours of 6:00 p.m. and 6:00 a.m., Central Time, unless otherwise defined in the Special Provisions.

"Notice-To-Proceed" means written authorization from the Commissioner to the Contractor to commence the Work required by the Contract Documents.

"O'Hare Coordinate System" means the grid coordinate system originally established for the Airport.

"O'Hare Monument System" means the "new" system that was established in 2002 to replace the O'Hare Coordinate System. The coordinates are based upon North American Datum (NAD) 1983 and the elevations are based upon North American Vertical Datum (NAVD) 1988.

"OMP" means the O'Hare Modernization Program of the City of Chicago's Department of Aviation.

"Owner" means the City of Chicago.

"Owner Controlled Insurance Program" or "OCIP" means a program undertaken by the City to procure and provide selected insurance coverage for the City and all enrolled contractors and subcontractors.

"Pay Estimate" means a payment request to the City prepared by the Commissioner for Work performed by Contractor. Pay Estimates will be based on actual quantities of

Work performed at the unit prices specified in Contractor's bid or, if a lump sum line item or lump sum contract, at the prices specified in the Work Breakdown.

"Premium Time Cost" means additional labor costs resulting from working outside of regular scheduled working hours. Premium Time Costs include overtime and shift differentials as determined by the applicable labor union contract.

"Project" means, collectively, the improvements to be constructed by the Contractor in accordance with the Contract.

"Project Limit Lines" means the geographical boundaries of the Project, as more fully identified and described in the Contract Drawings.

"Project Record Documents" are documents the Contract requires the Contractor to provide to the City including record shop drawings, as-built documents, spare parts, operation and maintenance manuals and manufacturer's warranties.

"Punch List Work" means minor adjustments, repairs or deficiencies in the Work. Whether an item is Punch List Work or necessary for Substantial Completion will be determined in the sole discretion of the Commissioner. The Punch List also includes the submittal of all Project Record Documents.

"Risk Management Office" means the Benefits and Risk Management Office in the Department of Finance for the City, which is under the direction of the Comptroller and which is charged with the review and analysis of insurance and related liability matters for the City.

"Special Wastes" means those substances as defined in 415 ILCS 5/1 et seq. of the Illinois Environmental Protection Act and as further defined in Section 809.13 of 35 Illinois Administrative Code, Subtitle G, Ch. 1.

"Subcontractor" means any person or entity with whom Contractor subcontracts to provide any part of the Work and all sub-subcontractors of any tier, suppliers, and materialmen, whether or not in privity with Contractor.

"Substantial Completion" of a milestone, a phase or the Project is the date upon which, in the determination of the Commissioner, the Contractor has completed all work in accordance with the Contract Documents (including the commissioning of all systems and turnover of all operation and maintenance manuals), except for Punch List Work, and the City is able to occupy and/or use the Work that makes up the phase, the milestone or the Project as a whole, as applicable, for the purpose intended.

"Time Extension" means the additional period of time, in Calendar Days, that will be provided to the Contractor to perform Work due to a delay in the critical path of the

latest approved Monthly Update Schedule that affected the Substantial Completion of any phase, milestone or the Project; provided that the delay was caused by a City-directed change in the Work or an event for which the Contractor is entitled to additional time to perform the Work under the terms of the General Conditions.

"TSA" means the federal Transportation Security Administration created by the Aviation and Transportation Security Act of 2001, and any successor agency thereto.

"Work" means all labor, materials, equipment, and other incidentals furnished by the Contractor necessary or convenient to the successful completion of the Project, and which are required by, incidental or collateral to the Contract Documents. Work which is necessary, convenient, required, incidental or collateral to that shown on the Contract Documents shall be deemed to be included in the Contract price and shall be furnished and installed by the Contractor at no additional cost to the City.

"Working Day" means every Calendar Day that the approved Baseline and Monthly Update Schedules indicate that the Contractor is to perform Work.

B. Contract Interpretation:

Any headings of this Contract are for convenience of reference only and do not define or limit the provisions thereof. In this Contract, unless the context otherwise requires, the terms "hereby", "herein", "hereof", "hereto", "hereunder Contract" and any similar terms used in this Contract refer to this Contract. All section references, unless otherwise expressly indicated, are to sections of this Contract. Words importing persons or entities will include firms, associations, partnerships, trusts, corporations, joint ventures and other legal entities, including public bodies, as well as natural persons. Words of any gender will be deemed and construed to include correlative words of other genders. Words importing the singular number will include the plural and vice versa, unless the context otherwise indicates. All references to any exhibit or document will be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Contract. The terms "include", "includes", or "including", when followed by one or more examples, denote a nonexclusive list.

C. Severability:

If any provision of this contract is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case or in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this contract or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason,

those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any case or circumstances, or of rendering any other provision or provisions in this contract invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this contract does not affect the remaining portions of this contract or any part of it.

D. Interpretation/Rules:

1. Intent of Plans and Specifications:

- a. The intent of the plans and specifications is to describe the Work that the Contractor will undertake to fulfill the requirements of the Contract. The Contractor must perform all Work as provided in the Contract Documents and such collateral, and incidental Work as required, necessary and/or convenient to complete the Work in accordance with the Contract Documents. The Contractor must furnish all required materials, equipment, tools, labor, temporary light and power, shop drawings, installation drawings, working drawings, and incidentals, unless otherwise provided in the Contract, and will include the cost of all such items in the Contract unit and lump sum prices for the several units of Work.
- b. The specifications and plans are not intended to cover every detail of materials, parts, or construction. The Contractor must furnish all materials, parts, and labor necessary to complete the Work, whether or not said details are particularly shown or specified, all at no additional cost to the City.
- c. Except as otherwise expressly stated in the Contract Documents, the Contractor's bid price(s) includes, and the Contractor must provide and furnish, all items necessary and incidental to the Work and the Project, including but not limited to all materials, parts, labor, supervision, coordination, administration, equipment, tools, temporary light and power, shop plans, working drawings, and incidentals required by the Contract Documents and desirable for the full completion of the Work, whether or not particularly shown, described, or specified in the Contract Documents; and the Contractor's bid price(s) includes all costs relating to, or associated with, the foregoing including but not limited to all direct costs, overhead, and profit. No terms of the Contract Documents, which more specifically indicate that the Contractor will bear the costs of an item or which more specifically indicate that an item will be performed at no additional cost to the City, will be construed or interpreted to in any way limit the foregoing.
- d. Wherever the imperative form of address is used, such as "perform the excavating", "provide equipment required", "remove obstructions encountered", "furnish and install reinforcing steel bars", it is understood and agreed that such

address is directed to the Contractor.

- e. "Provide" as used in these specifications means furnish and install.
- f. Unless a contrary meaning is specifically noted elsewhere, words "as required," "as directed", "as permitted", and similar words mean that requirements, directions of, and permission of the Commissioner are intended; similarly the words "approved", "acceptable", "satisfactory", or words of like import, mean "approved by", "acceptable to", or "satisfactory to" the Commissioner. Words "necessary", "proper", or words of like import as used with respect to extent, conduct, or character of Work specified shall mean that Work must be conducted in a manner, or be of character which is "necessary" or "proper" in the opinion of the Commissioner.
- g. Wherever the words "approved", "reasonable", "suitable", "acceptable", "properly", "satisfactory", or words of like effect and import are used, they mean, unless otherwise particularly herein specified, approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the Commissioner.
- h. The Work under this Contract has not been completely segregated into divisions of Work to be performed by any trade or Subcontractor. The Contractor shall be responsible for all segregation of Work between the trade or craft jurisdictional limits.
- i. As provided in Section IV.B., before the Contractor physically begins the Work, the Contractor must check the City's plans and specifications. Should any errors, discrepancies or omissions be found in these plans and specifications or any discrepancy found between the Contract Drawings and the physical conditions at the site or in any subsequent drawings that may be provided thereafter, the Contractor must notify the Commissioner, in writing, within forty-eight (48) hours of discovering the error, discrepancy or omission. Any Work done after such discovery, unless authorized by the Commissioner and Chief Procurement Officer, will be done at the Contractor's expense. The Contractor will not be allowed to take advantage of any error, omission, or discrepancy in the Contract Documents.
- j. The Contractor will be furnished additional copies of the plans and specifications at the cost of reproduction. Specifications by organizations other than the City to which reference is made in the City's Technical Specifications will be obtained by the Contractor at its expense.
- k. The Contractor must keep on hand at the work site, for reference, a complete set of specifications for the Work, a complete set of all plans of the Work, copies

of all plans furnished by the Contractor, all additional and revised plans furnished by the City and all orders issued to the Contractor by the Commissioner that relate to the Work.

2. Precedence of Documents

- a. The order of precedence of the component contract parts is listed in GP Section 2.1.2.1.
- b. In the event of conflict or inconsistency between the Contract Documents as provided to Contractor on CD and the Official Printed Copy of the Contract Documents, the Official Printed Copy shall take precedence.

E. Entire Agreement:

The Contract Documents, and the exhibits attached to them and incorporated thereby, shall constitute the entire agreement between the parties with respect to the subject matter hereof, and no other oral or written understandings, representations, inducements, consideration, promises, or interpretations will be implied or impressed upon this Contract that are not expressly addressed herein and therein.

END OF I.

II. PROJECT ORGANIZATION

A. Owner:

1. The City of Chicago is the Owner of the Project. The City possesses and operates the Airport, which is on City property.
2. Personal Liability of Public Officials: In carrying out any of the provisions of this Contract or in exercising any power or authority granted to them thereby, there will be no liability upon the Chief Procurement Officer, Commissioner, their authorized representatives, or any employee of the City, either personally or as officials of the City, it being understood that in such matters they act as representatives of the City.

B. Commissioner:

Except where otherwise specified in this Contract, for the purposes of this Contract, the Commissioner will represent the City in all matters relating to the Contractor's performance of its Work, such as to the quality and acceptability of materials furnished and Work performed, rate of progress of the Work, the amount of Work performed and materials furnished, and the estimates thereof. The Commissioner's determination with respect to such matters is a condition precedent to the right of the Contractor to receive money due under the Contract, provided that Contract Modifications are approved in accordance with Article X. Nothing in this section shall prejudice the Contractor's ability to exercise its rights under Article VII (Claims and Disputes) in the General Provisions of the Contract, Exhibit 6 (General Conditions for Construction Work).

C. Chief Procurement Officer:

The Chief Procurement Officer has the statutory authority to solicit and award this Contract for the City and will represent the City in most administrative matters relating to the Contract, such as approval of Subcontractors and approval of DBE plans.

D. Architects/Engineers:

The City has retained various architects and engineers, including but not limited to a Master Civil Engineer and a Lead Engineer, to design projects for the OMP. Contractor will have no direct contact with any architect\engineer except as may be authorized by the Commissioner. Architects\engineers are not authorized to make changes to designs approved by the City and included in the Contract Documents without the express direction of the City pursuant to a Contract Modification.

E. Testing Consultants:

The City may retain one or more consultants to perform testing of materials provided by

the Contractor and incorporated into the Project to ensure compliance with Contract requirements. Any such consultant will make recommendations to the Commissioner and Chief Procurement Officer but will not have authority to approve materials or substitute materials where this Contract requires approval of the Commissioner and/or Chief Procurement Officer.

F. Contractor:

1. Contractor's Responsibility for Work:

- a. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
- b. The Work shall be under the charge and care of the Contractor until Final Completion of the Project, as determined by the Commissioner, including all "Punch List" Work, unless otherwise specified in the Contract Documents. Further, the Contractor shall be responsible for any Work required after Final Completion of the Project in order to comply with the Contractor's Warranty. As provided in Section III.G., the Contractor assumes all responsibility for injury or damage to the Work by action of the elements and fire or from any other causes whatsoever, whether arising from the execution, or from the non-execution, of the Work. The Contractor must rebuild, repair, restore and make good, at its expense, all injuries or damages to any portion of its Work occasioned by any of the above causes before Final Completion.
- c. When equipment or materials are furnished to the Contractor by the City for the Contractor's use or inclusion in the Project, the Contractor's responsibility for all such equipment and materials will be the same as for equipment or materials furnished by the Contractor.
- d. The Work will not be considered as completed and accepted until a written notice from the City confirming Final Completion has been received by the Contractor.

2. Subcontractors:

- a. Except as otherwise provided in the Contract, all communications of the City and the Commissioner will be with the Contractor.
- b. Contractor further will implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by all provisions of the Contract.
- c. As provided in Article V., all Subcontractors must be approved by the Chief Procurement Officer. The Contractor may not make any substitution for a

previously approved Subcontractor, unless the substitution is acceptable to the Chief Procurement Officer. All requests to subcontract must be submitted on the form approved by the Commissioner and Chief Procurement Officer.

- d. The Contractor is responsible for all Subcontractors' Work.
 - (1) There is no privity between Subcontractors and the City; and Subcontractors have no rights as third-party beneficiaries under this Contract, except as may be expressly provided for Disadvantaged Business Enterprises.
 - (2) The Contractor will require the Subcontractors to communicate with the City through the Contractor only.

END OF II.

III. PROPERTY

A. Ownership of Drawings and Documents:

1. All drawings, specifications and copies thereof furnished by the City are the property of the City and are not to be used on other work.
2. The City will provide to the Contractor, without charge, one (1) reproducible set of all Contract Documents.
3. All documents, data, studies, reports, and instruments of service prepared for or by the City under this Contract, are the property of the City. During the performance of its Work, the Contractor will be responsible for any loss or damage to documents while in the Contractor's possession or the possession of a Subcontractor and any such document so lost or damaged must be restored at the expense of the Contractor.
4. The Contractor will deliver, or cause to be delivered, at any time during the term of this Contract, all documents, including but not limited to drawings, models, specifications, estimates, reports, studies, maps, and computations, prepared by or for the City under the terms of this Contract, to the City promptly upon reasonable demand therefore or upon termination or completion of the Work hereunder. In the event of the failure by the Contractor to make such delivery, the Contractor will pay to the City damages the City may sustain by reason thereof, including consequential damages.
5. All of the Project Record Documents or deliverables, and any other information or data, whether in hard copy or with electronic form, (collectively, "Data") prepared by or provided to the Contractor under this Contract are confidential. Contractor shall not be liable for disclosure of Data if Contractor can establish by clear and convincing evidence that (a) such Data previously became publicly known through no wrongful act or fault of Contractor; (b) such Data was developed by Contractor from public domain sources prior to the time of disclosure to Contractor by the City; or (c) such Data is lawfully received from a third party having the right to disclose it without restriction and without any breach of an agreement between the third party and the City or any sister agency. The Contractor must not issue publicity or news releases nor grant press interviews and, except as may be required by law during or after the performance of this Agreement, must not disseminate any Data without the prior written consent of the Commissioner. In the event the Contractor is presented with requests for documents by any administrative agency or with subpoena duces tecum regarding any Data, the Contractor must immediately give notice to the Commissioner and to the Corporation Counsel of the City of Chicago with the understanding that the City shall have the opportunity to contest such a process by any means available to it before such Data are submitted to a court or other third party; provided, however, that the Contractor shall not be obligated to withhold such delivery beyond that time as may be ordered by a court or administrative agency, unless the subpoena or request is quashed or the time

to produce is otherwise extended.

B. Right of Entry:

1. The Contractor, and any of its officers, employees, agents, and Subcontractors, shall be permitted to enter upon any part of the Project site owned by the City in connection with the performance of the Work hereunder, subject to the terms and conditions contained in this Contract and those rules established by the Commissioner. The Contractor will provide advance notice to the Commissioner of any such intended entry. Consent to enter upon all or any part of the Project site given by the Commissioner will not create, nor be deemed to imply the creation of, any additional responsibilities on the part of the City.
2. The Contractor must use, and will cause each of its officers, employees, agents, and Subcontractors, to use the highest reasonable degree of care when entering upon property owned by the City and must comply and will cause each of its officers, employees, agents, and Subcontractors to comply with any and all instructions and requirements for the use of such property. Any and all claims, suits, judgments, costs, or expenses, including reasonable attorneys' fees, arising from, by reason of, or in connection with any such entry shall be treated in accordance with the applicable terms and conditions of this Contract, including without limitation its indemnification provisions.
3. **Damage to City Property:** If the Contractor causes damage to City property, the Contractor must at the option of the Commissioner either 1) pay the cost of repair of the damage or 2) repair or replace the damaged property. To the extent that the City undertakes repair or replacement, the Commissioner will have the right to a set off against the payments to the Contractor for the cost of repair or replacement.

C. Information Provided By The City:

Surveys, soil borings, geotechnical information, data, or plans generally describing the unimproved land or existing structures at the site may be provided to the Contractor by the City. Such information is not warranted by the City to be accurate. The Contractor will not be entitled to rely on it. When such information is provided by the City and it appears on Contract Documents prepared by the architect/engineer, the Contractor acknowledges that the architect/engineer and City have not verified such information. Site plans prepared by the architect/engineer are based on surveys performed by consultants that have not been verified by the City and the architect/engineer. Site plans do not constitute any representation by the architect/engineer and City to the Contractor of site boundaries or characteristics.

To the extent that the Contractor discovers such information provided was based upon inaccurate surveys, soil borings, and/or geotechnical information ("Site Surveys")

prepared for the City by third party consultants and Contractor suffers damages or delays as a result, Contractor shall provide the City the amount of loss suffered due to reliance on the inaccurate Site Survey. In the event the City seeks recovery against the third party consultant that prepared the inaccurate Site Survey or other data, the City will compensate Contractor for their loss as a result of such inaccurate data. The compensation to Contractor under this section shall be limited to the amount the City may recover on its claims against the third party consultant who prepared the inaccurate Site Survey, minus any costs the City may incur in connection with making the claim against the third party consultant, not to exceed the amount of the loss suffered by Contractor due to reliance on the Site Survey.

Information provided by the City may be based upon either the O'Hare Coordinate System or the O'Hare Monument System. Contractor is responsible for identifying the datum system used and, if it is the O'Hare Coordinate System, is responsible for converting that information to the O'Hare Monument System.

D. Site Conditions:

1. If conditions are encountered at the site that are:
 - a. Subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents, or
 - b. Pre-existing unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, including the presence of unanticipated Hazardous Materials,

then, pursuant to the Public Construction Contract Act, 30 ILCS 557, the Contractor will take no action to disturb the area until providing written notice to the Commissioner immediately, and receiving notice from the Commissioner as to how and when to proceed.

2. If the conditions differ materially from those indicated in the Contract Documents and could not have been known to the Contractor at the time the Contract was bid, and such conditions will cause a material increase or decrease in the Contractor's cost of, or time required for, the performance of any part of the Work, an equitable adjustment in the Contract Price or an adjustment in Contract time or both, will be made based upon Article X, "Changes In The Work."
3. The Contractor must follow the requirement of written notice in Section III.D.1. above and the requirements set out in Section XVII.A., "Claims", regarding a claim for changed site conditions. The Contractor must also provide written Notice of Claim regarding the changed site condition to the Commissioner within one (1) day after its discovery. The

Notice of Claim for the changed site conditions must state the nature of the changed site condition, its location, and the Work that is affected by it. The Contractor's failure to provide the written notice to the Commissioner within one day after discovery of the changed site condition constitutes a waiver of any Claim that Contractor may have relating to the changed site condition, a waiver of its right to file a Claim under Article XVII.A and a waiver of its right to file a dispute to the Chief Procurement Officer under Article XVII.B.

E. Permits and Licenses:

1. Wherever the Work requires the obtaining of permits from the City of Chicago or other public authorities, triplicate copies of such permits must be furnished to the Commissioner by the Contractor hereunder before the Work covered thereby is started.
2. Except as otherwise provided in paragraph 3 below, Contractor will obtain all permits and licenses necessary to carry out the Work. Any fees or other costs for such permits and licenses are considered as incidental to the Work and, except as provided in the Special Provisions, there is no separate reimbursement from the City to the Contractor.
3. The City will obtain permits required from the Metropolitan Water Reclamation District of Greater Chicago, the Illinois Division of Waterways, the U.S. Army Corps of Engineers and any other entity expressly identified elsewhere in the Contract as one whose permits will be obtained by the City.
4. The special use of (or removal, alteration, or replacement of) certain City-owned facilities and appurtenances such as traffic signs, trees, sewers, hydrants, bridges and viaducts, which will be required as a consequence of the Work, may be subject to applicable municipal ordinances. It will be the Contractor's responsibility to obtain all the necessary permits and pay the associated fees. Copies of such permits will be furnished to the Commissioner by the Contractor before the Work covered is started. No payment will be made for Work performed without the required permits unless authorized by the City. Information with regard to the above may be obtained by contacting the appropriate City departments.
5. Water System Work: If water from a city hydrant is necessary to the execution of the Work, the Contractor, with approval of the Commissioner, will obtain a hydrant permit from the Department of Water Management of the City of Chicago. Before starting Work, the Contractor will pay to the Department of Water of the City of Chicago a fee for water to be used as set forth in the Municipal Code of Chicago and its amendments to date. Payments are to be made to: Department of Water (Water Use), 333 South State Street, Suite 110, Chicago, Illinois 60604.
6. Sewer System Work:

- a. The construction, repair, adjustment, or cleaning of any subsurface structure designed to collect or transport storm and/or wastewater, either in private property or in the public way, will require a permit issued by the Department of Water Management
 - b. Sewer Permits for doing any of the above-described Work will be issued to Sewer Drain Layers currently licensed by the Department of Water Management. Contractor must be, or must subcontract with, a licensed Sewer Drain Layer for such Work.
 - c. When applying for a permit, a Contractor must submit two (2) sets of plans which show all new underground sewer work inside and around the Project Limit Lines with a clear site or location plan together with an estimate of the sizes and quantities of sewer to be installed.
 - d. Contractor must arrange for permits and/or inspection at least forty-eight (48) hours prior to starting work.
 - e. A copy of the permits must be on the jobsite prior to starting construction.
 - f. Failure to obtain permits prior to starting construction could result in the revocation of the Sewer Drain Layer's license.
 - g. Plans for large projects (over 400 feet of sewer work) are to be brought in for examination and review by the Commissioner at least two (2) Business Days prior to application for the issuance of permits.
7. Traffic and Parking Sign Removal and Replacement: When sign removal and replacement is not a pay item of the Contract, the City of Chicago will remove and reinstall any sign as may be required; however, the Contractor will be responsible for all fees relative to the removal and replacement of all of the City's traffic and parking signs. The Contractor must advise the Bureau of Traffic Engineering and Operations, in writing, of the location of each sign to be removed by specifying its distance from the property line of the nearest cross street. Each sign legend should also be stated. The Contractor must provide this information at least five (5) Business Days prior to removal. The Contractor will also advise the Bureau of Traffic Engineering and Operations, in writing, of when signs may be reinstalled as soon as this date is known.
 8. Contractor is responsible for all inspections required to fully meet all requirements of the respective permits and affected agencies. Contractor must schedule all inspections in a timely manner as not to impact their Schedule. Contractor must have site superintendent present at each inspection to address any questions or corrective actions that may result from inspections.

F. No Liens:

1. The Contractor must notify its Subcontractors that no mechanics' liens under The Illinois Public Mechanics' Lien Act, 770 ILCS 60/23, will be permitted to arise, be filed, or maintained against public funds, the Project, the Work or any part thereof or any interest therein, or any improvements thereon, or against any monies due or to become due to the Contractor on account of any work, labor, services, materials, equipment, or other items performed or furnished for or in connection with the Project; and the Contractor, for itself and its Subcontractors, does hereby expressly waive, release, and relinquish such liens and all rights to file or maintain such liens; and agrees further that this waiver of liens and waiver of the right to file or maintain such liens will be an independent covenant.
2. If any of the Contractor's Subcontractors, employees, officials, agents, or any other person directly or indirectly acting for, through, or under any of them files or maintains a lien or claim as described in paragraph "1" above, the Contractor agrees to cause such liens and claims to be satisfied, removed, or discharged within thirty (30) days from the date of filing thereof; provided, however, that the City may extend the thirty (30) day period if the City determines that such lien claim cannot be so satisfied, removed, or discharged in such period and that the Contractor is proceeding diligently to cause such liens or claims to be satisfied, removed, or discharged. The City will have the right, in addition to all other rights and remedies provided under this Contract or by law, to cause such liens or claims to be satisfied, removed, or discharged by any means at the Contractor's sole cost, such cost to include reasonable legal fees.
3. The Contractor must give, or cause to be given, a copy of these provisions to all Subcontractors and will include these provisions in all contracts with Subcontractors and/or give written notice of same to all Subcontractors or other persons having oral or written agreement with such Subcontractors.

G. Ownership of Property and Builder's Risk:

1. The City will be and become the owner of each of the improvements, equipment and fixtures which has been installed or constructed by the Contractor as part of the Project or for which the City has paid Contractor to store in anticipation of installation or construction. The City's title shall be free and clear of liens, claims, security interests or other encumbrances, upon the earlier of installation, payment therefore or Final Completion of the Project; provided, however, that transfer of title to the City shall not relieve Contractor of any of its responsibilities under this Contract with respect to Work in progress.
2. Regardless of passage of title, the risk of loss to any of the Work (and to any goods, materials, equipment and furnishings that are provided or are to be provided by the Contractor under the Contract) shall remain with the Contractor until the date of Final

Completion of the Project. If any of the Work (or any goods, materials, equipment and furnishings that are provided or are to be provided by the Contractor under the Contract) is destroyed, mutilated, defaced or otherwise damaged, by any cause whatsoever, the Contractor shall repair or replace the same at no extra cost to the City. Any performance bond or insurance protection required by the Contract or otherwise provided by the City or the Contractor shall in no way limit the responsibility of the Contractor under this section.

END OF III.

IV. SCOPE OF WORK

A. Scope of D-B Work for the Project:

See the Special Provisions, Technical Provisions and Reference Drawings. The Contractor must provide the Work in accordance with the standards of performance set forth in the Contract Documents.

B. Errors or Discrepancies in Contract Documents:

Before the Contractor begins the Work, the Contractor must check the City's plans and specifications. If any errors, discrepancies or omissions are found in these plans and specifications or any discrepancy found between the Contract Drawings and the physical conditions at the site or in any subsequent drawings that may be provided thereafter, the Contractor must notify the Commissioner, in writing, immediately. Any Work done after such discovery, unless authorized by the Commissioner and Chief Procurement Officer, will be done at the Contractor's risk and expense. The Contractor will not be allowed to take advantage of any error, omission, or discrepancy in the Contract Documents.

C. Requests for Information (RFI):

All Contractor questions and requests for clarifications of the Contract Documents must be addressed through a Request for Information (RFI) process. RFIs will be generated by the Contractor and answered by the Commissioner utilizing Meridian System's Project Talk. One (1) Collaboration level license of Project Talk will be provided to the Contractor by the Commissioner for the purpose of processing RFIs. Additional licenses are available at the Contractor's own cost.

D. Construction Operations Plan and Procedures, Methods, Structures and Equipment:

1. Construction Operations Plan: See SP Section 6.1.1. Within thirty (30) days after the Notice to Proceed, the Contractor must submit to the Commissioner for review the order of procedure the Contractor proposes to follow in performing the construction work, a list of equipment to be used, and a general description of the procedures, methods, structures and equipment to be used (Construction Operation Plan). Construction work will begin only after the Contractor's proposed Construction Operation Plan has been approved by the Commissioner in writing. It is understood by the Contractor that a reasonable amount of time will be required by the Commissioner for the examination of said Construction Operation Plan. As construction work progresses, changes or modifications in the Construction Operation Plan may be required by the Commissioner. In such event, upon notice from the Commissioner to the Contractor, further construction work must be performed only in accordance with the changed Construction Operation Plan.

2. The OMP encourages the best possible environmental, social, and fiscally responsible practices. The Sustainable Airport Manual ("Manual") has been developed as an integral part of the overall design and construction standards for the OMP and is incorporated into this Contract by reference. Contractors are strongly encouraged to incorporate as many sustainable design elements into their project as are feasible. The Manual is meant to supplement existing federal, state or local regulatory requirements with additional best practice environmental strategies and considerations. This Manual does not supersede any existing standards, regulations, codes, guidelines or practices. See SP Section 6.7.

The SAM can be found at the following website:

<http://www.airportgoinggreen.org/SAM>

3. Within seven (7) Calendar Days after the award of the Contract, the Contractor must submit the Anticipated Workforce Projection Form to the Chief Procurement Officer, Contract Compliance and Monitoring Unit, 121 North LaSalle Street, Room 806, Chicago, IL 60602, with a copy to the Commissioner.
4. Procedures, Methods, Structures and Equipment: No later than ten (10) days prior to starting Work, the Contractor must submit for the Commissioner's approval a detailed description of procedures, methods, structures and equipment for the Work that is consistent with the approved Construction Operation Plan. The Contractor will determine the methods to be employed, the procedures to be followed, the plant, falsework, shoring, bracing and other temporary structures and equipment to be used in the Work, subject to the requirements of the Contract Documents and the approval of the Commissioner. The Contractor must furnish all material and supplies, plant, heat, power, staging and falsework, equipment, tools, implements, and all material and appliances of every sort or kind that may be necessary for the full and complete carrying out of this Contract, whether temporary or permanent and whether or not incorporated into the Work. The Contractor must provide, as part of its submittal, drawings and calculations for all equipment, falsework, shoring, bracing, and other temporary structures or temporary services required for the Work, designed, signed and sealed by the appropriate (i.e. Structural, Mechanical, Electrical, Civil, etc.) Illinois licensed engineer. As Work progresses, changes or modifications in the procedures, methods, structures or equipment may be required by the Commissioner. In such event, upon notice from the Commissioner to the Contractor, further Work must be performed only in accordance with the changed procedures, methods, structures and equipment.
5. Commissioner Approval: The Commissioner, in the Commissioner's sole discretion, may disapprove, reject or require modification of any proposed or previously approved Construction Operation Plan or procedures, methods, structures or equipment that the Commissioner believes: (i) is unsafe for the Work, for other activities being carried on in the vicinity, for other structures, for the public, or for workers, engineers and inspectors

- employed thereon; (ii) will result in undesirable settlement of the ground, (iii) will not provide for the completion of the Work by the Contract Completion Date, (iv) is contrary to any other requirement of this Contract; or (v) will adversely impact Airport Security, Airport Operations, or any function of the Airport, OMP or Airlines.
6. **Contractor Responsibility:** It is expressly agreed that the Commissioner's acceptance or approval of the Construction Operation Plan and any procedure, method, structure, or equipment submitted or employed by the Contractor, will not in any manner relieve the Contractor of responsibility for the safety, maintenance, and repairs of any structure or Work, or for the construction, maintenance and safety of the Work hereunder, or from any liability whatsoever on account of any procedure or method employed by the Contractor, or due to any failure or movement of any structure or equipment furnished by the Contractor. If, even though implemented in accordance with a Construction Operation Plan and procedures, methods, structures and equipment approved by the Commissioner, any procedure, method, structure or equipment used by Contractor fails in any manner whatsoever, such failure will in no way form the basis for any claim for additional compensation, damages, expenses, an extension of time for completion of this Contract, or for material, labor or equipment required for repairing or rebuilding the Work or any other property that may have been damaged by the failure of any such procedure, method, machinery, structure or equipment.
7. **Batch Plant:** A batch plant may be authorized at the Airport, otherwise, the Contractor must seek permission to have a concrete or asphalt batch plant on Airport property by making a written request to the Commissioner. It is within the absolute discretion of the Commissioner whether to allow a batch plant on Airport property and denial of permission is not subject to a claim or dispute under Article XVII. If permission is provided, the use of the batch plant is subject to all conditions set by the Commissioner to which the Contractor must agree in writing. The Contractor must obtain and follow the requirements of all federal, state and local permits, copies of which must be provided to the Commissioner, before the plant is placed in operation. The plant must be dismantled and removed from the Airport when directed by the Commissioner. The Contractor's failure to follow the Commissioner's direction to remove the plant or to comply with the conditions for use of the plant, set by the Commissioner, constitutes a default under the Contract. Only adequate and safe procedure, methods, structures, and equipment will be used. Any costs related to land leasing, rental fees, or operations for a batch plant will be incidental to the Contract.
8. **Security Personnel:** The Contractor must furnish security personnel not only to protect the public and those who work at or in the vicinity of the Work under this Contract, but to protect all materials, tools, machinery and equipment and all Work performed by the Contractor until said Work has been completed and accepted by the City. The cost of security personnel is incidental to the contract unless otherwise specified in the Detail Specifications.

E. Verification of Dimensions, Cutting & Patching:

Wherever the Work is required to connect to existing improvements, the Contractor must take complete field measurements of all existing structures or appurtenances affecting all construction in this Contract and will be solely responsible for the proper fit between the Work and existing structures or appurtenances. The Contractor must do all cutting, patching, or fitting of Work that may be required to make the several parts of Work under this Contract and the existing improvements come together and fit properly. In the event field measurements contradict the design drawings, Contractor must submit discrepancies, via Request for Information, to the Commissioner for clarification.

F. Contractor's Layout of the Work:

The Contractor is responsible for the correct lay-out and accurate fitting of all parts of its Work. All labor, materials, and other expense necessary for, or incidental to, the setting and maintaining of lines and grades (exclusive of the tasks of establishing the original reference base line and bench marks, which must be performed by the City) will be furnished by the Contractor at its own expense. **All Contractor's layout and control survey work must be performed by a professional Land Surveyor registered in the State of Illinois.**

G. Occupancy Interferences:

1. The Contractor must utilize a method of Work that interferes as little as possible with the normal conduct of Airport Operations or other businesses in or around the Airport.
2. Buildings or structures may be in full time use and operation and will continue in normal use during application and installation of the Work. Building facilities, including heating, ventilation, and air conditioning, lighting and plumbing, will not be interrupted in the occupied areas, except as required for making connections to power sources as hereinafter specified.
3. The Contractor will serve written notification to the Commissioner requesting any anticipated interruption in Airport facilities at least two (2) weeks prior to disruption of services, allowing for temporary relocation of personnel, operations, and equipment during the Work. The Contractor must provide any temporary facilities deemed necessary by the Commissioner due to a disruption of services. The Commissioner, in her absolute discretion, will determine the procedures, times of day and dates the Contractor may accomplish the Work and may reject or modify the Contractor's request.
4. Deliveries and storage of all material and/or equipment must be located in areas as designated or approved by the Commissioner and be scheduled in such manner to minimize interference with the normal conduct of business in or around the occupied

portions of buildings, areas used by airlines or vehicular areas.

H. Value Engineering Proposals:

1. Contractor Value Engineering Proposals. The Contractor may submit to the Commissioner in writing, proposals for modifying the Contract Documents to provide innovative, alternative, lower cost construction without impairing the essential functions and characteristics of the Work including, but not limited to, service life, reliability, economy of operation, ease of maintenance, necessary standardized features, desired appearance, or design standards ("Contractor Value Engineering Proposals").
 - a. Proposal Submittal Phases. Contractor Value Engineering Proposals, if any, shall be submitted to the Commissioner in two phases as follows:
 - (1) Concept Phase. The Contractor shall first submit a brief summary outlining the concept of the proposal to the Commissioner. The Commissioner will notify the Contractor as to whether or not the proposal concept is approved for further consideration as a Contractor Value Engineering Proposal. If it appears, based on the concept, that the actual proposal will require a review period of twenty-one (21) Calendar Days, the Contractor will be so advised. Approval of the concept does not constitute or imply approval of the subsequent submittal of the complete Value Engineering Proposal.
 - (2) Complete Proposal Phase. If the concept has been approved, the Contractor, if electing to proceed with submittal of the complete Contractor Value Engineering Proposal, shall submit the proposal to the Commissioner for review. Provided the proposal is complete and contains all the required information for review, the Commissioner will notify the Contractor as to the acceptability of the proposal within a reasonable time after receipt of the proposal, unless additional review time has been established as noted in the concept review process.
 - b. Contents of Complete Proposal. Contractor Value Engineering Proposals shall contain the following information:
 - (1) A statement that the proposal is being submitted as a Contractor Value Engineering Proposal.
 - (2) A complete description detailing the modifications to the Contract Documents needed to implement the proposal.

- (3) A complete cost analysis detailing the unit costs and quantities to be deleted and/or added by the proposal.
 - (4) A complete analysis of the impact the proposal will have on the prosecution and progress of the Work.
- c. Consideration of Proposals. The following conditions will govern the consideration of Contractor Value Engineering Proposals:
 - (1) Proposals shall apply only to the Contract under which they are submitted. The Contractor will be guaranteed propriety of authorship as well as ownership of the proposal until such time it is approved by the Commissioner. Upon approval of the proposal by the Commissioner, the proposal shall become the property of the City. The City will have the right to use, duplicate, and disclose in whole or in part any data necessary for the implementation of the proposal. The City retains the right to use any accepted proposal or part thereof on any other or subsequent contracts without obligation to the Contractor. This provision is not intended to deny rights provided by law with respect to patented materials or processes.
 - (2) If the Commissioner has under consideration certain revisions or modifications to the Work at the time of execution of the Contract, the Contractor will be so notified at the preconstruction meeting. Revisions or modifications to the Work generated by the Commissioner shall not be incorporated into any Contractor Value Engineering Proposal submitted by the Contractor.
 - (3) Contractor Value Engineering Proposals shall not consist of any experimental products or materials to be incorporated into the Work. However, proposals containing the use of alternate methods and equipment, as allowed by the Contract Documents, may be presented for consideration.
 - (4) The reduction of quantities or deletion of items of the Work which result from adjustment of the Contract to meet field conditions, shall not be incorporated into any Value Engineering Proposal. Proposals based solely on the waiving of specifications or contract requirements will not be considered.
 - (5) Contractor shall not implement any changes to the Work pursuant to a Value Engineering Proposal prior to approval of the proposal by the Commissioner and issuance of a Field Order pursuant to Article X.

(6) The Contractor shall have no claim against the City for any costs or delays resulting from the review process and/or disapproval of any Contractor Value Engineering Proposal, including but not limited to, development costs, anticipated profits, increased material cost, and increased labor costs.

(7) The Commissioner will be the sole judge as to the acceptability of the proposal and the estimated net savings resulting from implementation of the proposal. In determining the estimated net savings, the Commissioner reserves the right to disregard the contract unit prices if the contract prices do not represent the fair measure of the value of the Work to be performed or deleted by the proposal.

(8) The Commissioner reserves the right, where the Commissioner deems such action appropriate, to require the Contractor to share in the cost of reviewing and investigating any Contractor Value Engineering Proposal. When this requirement is imposed, the Commissioner shall so notify Contractor in the Commissioner's written approval of the Concept phase. In such event, Contractor's decision to proceed with submittal of a complete proposal shall constitute full authority for the Commissioner to deduct amounts payable to the City from any monies due or that may become due to the Contractor under the Contract.

(9) The Contractor shall be responsible for drafting any modification of the Contract Documents required as part of the Contractor Value Engineering Proposal. When Contract Document modifications are included as part of the proposal, the Contractor shall furnish a copy of the modifications to the Commissioner and shall be solely responsible for any errors or omissions resulting from the modification.

2. Acceptance of the Proposal. If a Contractor Value Engineering Proposal is accepted, the changes will be incorporated into a Contract Modification per Article X "Changes in Work".
3. Incentive. In addition to payment for the Work, as modified, the Contractor will be eligible to receive a Value Engineering incentive equal to fifty percent (50%) of the benefit of the Contractor Value Engineering Proposal to the City. The benefit to the City is equal to B minus the sum of A and C, where:

A = Adjusted Cost of Work being modified pursuant to the Contractor Value Engineering Proposal

B = Bid Price (as it may have been previously adjusted by Contract Modification for other reasons) of Work being modified pursuant to the Contractor Value Engineering

Proposal

C = City's cost to review, investigate and implement the Contractor Value Engineering Proposal (to the extent not paid by Contractor pursuant to c.8 above).

4. City Directed Value Engineering. The City reserves the right to value engineer the Work by modifying the Contract Documents to provide innovative, alternative, lower cost construction without impairing the essential functions and characteristics of the Work including, but not limited to, service life, reliability, economy of operation, ease of maintenance, necessary standardized features, desired appearance, or design standards ("City Directed Value Engineering"). The changes will be incorporated into a Contract Modification per Article X, "Changes in Work". Payment for the Work will be made pursuant to Article X. For City Directed Value Engineering, the Contractor will not be eligible to receive any Value Engineering Incentive.

END OF IV.

V. SUBCONTRACTING & ASSIGNMENT

A. No Assignment of Contract:

The Contract must not be assigned or any part of the same subcontracted without the written consent of the Chief Procurement Officer. If the Chief Procurement Officer provides consent, such consent does not relieve the Contractor from any of its obligations or change the terms of the Contract, and Contractor shall remain responsible for satisfactory performance of all Work undertaken by the assignee or Subcontractor.

B. No Assignment of Contract Funds:

The Contractor will not transfer or assign any Contract funds or claims due or to become due without the prior written consent of the Chief Procurement Officer and Comptroller. The transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which will be due or to become due to the Contractor, without the prior written consent of the Chief Procurement Officer and Comptroller, is void so far as the City is concerned.

C. Subcontracts:

1. All Subcontractors are subject to the approval of the Chief Procurement Officer before they may provide material, labor or services on the Project. The Contractor, upon entering into any agreement with a Subcontractor that has been approved by the Chief Procurement Officer must furnish the Chief Procurement Officer with one (1) copy of a written contract evidencing such agreement signed by the Contractor and Subcontractor. Copies of all written Subcontractor agreements and Purchase Orders for Suppliers must be provided to the Chief Procurement Officer within fifteen (15) days prior to the effective date stated in the Notice to Proceed. All subcontracts must be in writing, and they must require each Subcontractor to be bound to by the terms of this Contract and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by this Contract, assumes toward the City to the extent applicable to Subcontractor's scope of work. All subcontracts must require that any services to be performed will be performed in strict accordance with this Contract and must provide that the Subcontractor is bound by and subject to the requirements of this Contract, whether or not a particular provision specifically mentions Subcontractors, to the extent applicable to Subcontractor's scope of work and will provide that the City's rights are not thereby prejudiced. All contractors and subcontractors must have a Vendor Number. Vendor number requests shall be made on the form provided by the Commissioner.
2. The Contractor hereby collaterally assigns any or all subcontracts to the City, effective upon the City's exercise, in its sole discretion, of its right to assume such assignment as a remedy for Contractor's default or in the event of early termination. The Contractor

must require each of its Subcontractors (including material suppliers) to consent to a collateral assignment to the City of its respective subcontract with the Contractor. The Contractor's subcontracts must include language stating:

"[Contractor] has collaterally assigned this [subcontract] to the City of Chicago, effective upon written assumption of such assignment by the City in the event of Contractor's default or early termination of Contractor's contract with the City. [Subcontractor] hereby consents to such assignment and assumption. [Subcontractor] acknowledges and agrees that, in the event of such an assignment and assumption, the City will have no liability to [Subcontractor] for work performed by [Subcontractor] prior to the effective date of the assignment and assumption and that [Subcontractor] shall look solely to [Contractor] for any compensation or other obligations arising under the [subcontract] prior to such date."

3. Subcontracts may contain different provisions than are provided herein with respect to payments, schedules, and matters not affecting the quality or timely completion of the Work. The subcontract must preserve the rights of the City under this Contract with respect to the Work performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor must require each Subcontractor to enter into similar subcontracts with its Subcontractors. The Contractor will make available to each Subcontractor, prior to the execution of such subcontract, copies of this Contract to which the Subcontractor will be bound by this paragraph.

D. City's Right To Assign:

The City expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Contractor.

END OF V.

VI. QUALITY OF WORKMANSHIP, EQUIPMENT AND MATERIALS

A. Standards of Performance:

1. Without limiting Contractor's obligations to complete the Project in accordance with the Contract Documents, the Contractor must perform, or cause to be performed, all of the Work required by the Contract with that degree of skill, care, and diligence normally exercised by experienced contractors performing that type of work in projects of a scope and magnitude comparable to the Project. The Contractor must assure timely and satisfactory completion of the Work. The Contractor must at all times act in the best interests of the City. The Contractor must perform, or cause to be performed, all Work in accordance with the terms and conditions of this Contract and to the reasonable satisfaction of the Commissioner.
2. The Contractor will further perform, or cause to be performed, all Work hereunder according to those standards for Work at the Airports promulgated by Aviation, the FAA, and any other interested federal, state, or local governmental units.

B. Compliance with Contract Documents:

The Contractor must supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor will be responsible for ensuring that the Work complies with the Contract Documents.

C. Correction of Work:

1. The Contractor, when directed in writing by the Commissioner, must promptly reperform, correct, or remove all Work identified to be defective or as failing to conform to the standards set forth in Section VI A above or the Contract Documents, whether observed before or after Substantial Completion of the Contractor's Work and whether or not fabricated, installed, or complete. The Contractor must bear all costs of correcting such defective or nonconforming Work, including costs associated with removing and reinstalling any nonconforming Work and compensation for any additional services made necessary thereby.
2. If the Contractor does not proceed with reperformance, correction, or removal of such defective or nonconforming Work after written notice from the Commissioner and within the time period designated, the Commissioner may correct or remove it. In addition, the Commissioner may store, at the expense of the Contractor, portions of Work that have been removed as needed for others to undertake the corrective Work. If the Contractor does not pay the cost incurred for such removal and storage within ten (10) days after written request from the Commissioner, the City may, upon ten (10)

additional days' written notice from the Chief Procurement Officer, sell such defective or non-conforming Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the additional work or services of City employees or others made necessary thereby. If such proceeds of sale do not cover all costs the Contractor should have borne for removal and correction of the Work, the difference will be charged to the Contractor, deducted from any amounts due the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor must pay the difference to the City.

3. Work done outside the Project Limit Lines or any Work performed outside the scope of the Contract without a written Field Order or Contract Modification will be considered as unauthorized and at the expense of the Contractor and will not be measured or paid for. Upon direction of the Commissioner, work so done must be removed or replaced and those areas restored at the Contractor's expense.
4. Neither the letter of Final Completion, nor payment, nor any provisions in the Contract Documents will relieve the Contractor of responsibility for nonconforming Work, faulty materials, equipment or workmanship and, unless otherwise specified, the Contractor will remedy any defects due thereto and pay for any damage to other Work resulting therefrom. The Commissioner will give written notice of such observed defects with reasonable promptness.

D. Failure To Proceed With Directed Work:

If Contractor fails to execute Work in accordance with the Contract or a Field Order, the Commissioner may give Contractor written direction to perform the Work within a specific period of time. If Contractor fails to comply with such written direction, the Commissioner may give notice in writing to the Contractor and, with the approval of the Chief Procurement Officer, may direct others to proceed to execute such Work as may be deemed necessary, and the cost thereof will be deducted from compensation due or which may become due the Contractor under the Contract.

E. Materials:

1. Quality of Materials:
 - a. Unless otherwise specified in the Contract Documents, all material incorporated into the Project must be new and must be incorporated in such manner as to produce completed construction in conformance with the Contract Documents and acceptable in every detail to the Commissioner. The Contractor must certify on the "Request For Inspection of Material" form designated by the Commissioner that all materials and equipment to be used in the project comply with all Contract requirements. Only materials which conform to the

requirements of the Contract Documents shall be incorporated in the Work.

- b. In the absence of a definite specification, materials must be the best of their respective kinds with properties best suited to the Work required. Inspection of materials shall be as specified in Article XIII, "Testing and Inspection".

2. Source of Materials:

- a. The Contractor must notify the Commissioner in writing as soon as possible, but no later than thirty (30) days, after the Contract has been awarded of the source (or sources) from which the Contractor expects to obtain the various construction materials. The source of supply of each material must be approved by the Commissioner before delivery is started. If sources previously approved are found to be unacceptable at any time and fail to produce materials satisfactory to the Commissioner and in accordance with the Contract Documents, the Contractor must furnish materials from other approved sources.
- b. If the Contractor seeks to investigate new sources of supply, the Contractor must furnish without charge such preliminary samples to the Commissioner. Tests may be made on these preliminary samples and reports rendered, but it is understood that such tests are for information purposes only and that the tests will not be construed as a guarantee of acceptance of any alternate supply of materials.

3. Substitution of Materials:

- a. Except for requests for substitution that were identified in the Contractor's bid and approved by the Commissioner and Chief Procurement Officer in accordance with the Special Provisions, requests for substitution for specified products or manufacturers will be considered only in case of product unavailability, conditions beyond the reasonable control of the Contractor, or value engineering.
- b. Each request for substitution must be submitted separately and must include:
 - (1) Complete data substantiating compliance of proposed substitution with requirements stated in the Contract Documents, including:
 - (a) Product identification, including manufacturer's name and address.
 - (b) Manufacturer's literature identifying:
 - i) Product description

- ii) Reference standards
 - iii) Performance and test data
 - (c) Samples, as applicable
 - (d) Name and address of similar projects on which the product has been used, and date of each installation.
 - (2) Itemized comparison of the proposed substitution with product specified; list significant variations.
 - (3) Data relating to changes in construction schedule.
 - (4) Any effect of substitution on other parts of the Work, any Subcontractors, or any separate contracts.
 - (5) List of changes required in other Work or products.
 - (6) Accurate cost data comparing proposed substitution with product specified, including amount of any net change to Contract price.
 - (7) Designation of required license fees or royalties.
 - (8) Designation of availability of maintenance services, sources of replacement materials.
- c. The Contractor warrants and represents that in making a formal request for substitution that:
- (1) The proposed substitution is equivalent to or superior in all respects to the product specified,
 - (2) The same warranties and guarantees will be provided for the substitute as for the product specified.
 - (3) The Contractor will coordinate the installation of accepted substitutes into the Work and will make such changes as may be required for the Work to be complete in all respects.
- d. If the evidence presented by the Contractor does not provide a sufficient basis for such reasonable certainty that the proposed substitution or deviations will provide a quality or result at least equal to that attainable by the product specified, the Commissioner may reject substitution or deviation without further investigation.

- e. The Commissioner will judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits. The Commissioner will not approve proposed substitutes as equal to items specified which, in the Commissioner's opinion, would be unharmonious, or otherwise inconsistent with the character, quality or design of the Project.
- f. Any additional cost, or any loss or damage, arising from the substitution of any material or method for those specified must be borne by the Contractor, including the cost for damages incurred by other contractors notwithstanding approval or acceptance of such substitution by the Commissioner, unless such substitution was initiated at the written request or direction of the Commissioner.
- g. The investigation, review and approval of substitute materials requires a minimum of thirty (30) days beyond that required for specified routine items. The Contractor agrees that no request for a delay or disruption will be allowed whether or not the substitution is granted.
- h. Approval by the City of a substitution of material must be given pursuant to a Contract Modification as required in Article X, "Changes in the Work."

F. Warranties:

See SP Section 10, Warranty Provisions.

G. Testing Laboratory Labels:

- 1. All equipment containing electrical wiring must conform to the City Electrical Code.
- 2. In compliance with City of Chicago ordinances, all items of equipment with electrical components that are furnished and installed or assembled by the Contractor under this Contract will be approved and so labeled by a testing laboratory acceptable under the Chicago Electrical Code Section 14-64-010.
- 3. Any unit comprised of a number of components assembled at the factory and considered custom made will have a label of a testing laboratory acceptable under the Chicago Electrical Code Section 14-64-010 for the entire unit as well as for each component.
- 4. **All costs in obtaining a Testing Laboratory Label will be considered incidental to the Work and paid for by the Contractor with no additional charge to the City.**

5. Any delays in Substantial Completion of the Project caused by the manufacturer of equipment in obtaining the required Testing Laboratory Labels and City approval will not be grounds for an extension of time beyond the Contract Completion Date.

H. Materials, Inspection and Responsibility:

Without limiting the City's rights of inspection under Article XIII or elsewhere in this Contract:

1. The Commissioner or other City architect\engineering agencies or representatives, shall have the right to inspect any materials to be used in carrying out this Contract.
2. The City does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this Contract.
3. The Contractor shall be responsible for all materials, components and completed Work furnished under this Contract up to the time of expiration of the Contractor's Warranty.
4. Materials, components or completed Work not complying with the requirements of this Contract may be rejected by the Commissioner and must be replaced by the Contractor at no cost to the City.
5. Any materials or components rejected must be promptly removed from the Project or Project site at the sole expense of the Contractor following receipt of notice from the Commissioner that such materials or components have been rejected.

END OF VI.

VII. PERSONNEL

A. General:

The Contractor must, immediately upon receiving a fully executed copy of the Contract, assign and maintain during the term of the Contract and any extension of it, an adequate staff of competent personnel who are fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Work. Contractor must include among its staff such Key Personnel and positions as identified below.

B. Key Personnel:

1. Upon award of the Contract, the Contractor will submit a project staff organizational chart, which includes the names and resumes of employees in key positions for this Project. All key personnel must have experience on projects of a like size and scope to this Project in the position they are proposed to fill. All employees in key positions must be approved by the Commissioner.
2. If any key personnel furnished by the Contractor for the Project in accordance with the key personnel provisions under this section of the Contract should be unable to continue in the performance of assigned duties for reasons due to death, disability or termination, the Contractor must promptly notify the Commissioner explaining the circumstances. Changes in assignment of key personnel due to commitments not related to this Contract are prohibited without Commissioner's approval.
3. On request by the Commissioner, the Contractor must furnish to the Commissioner within ten (10) Calendar Days the name of the person substituting for the individual unable to continue, together with any information the Commissioner may require to judge the experience and competence of the substitute person. Upon approval by the Commissioner, such substitute person must be assigned to the Project and if the Commissioner rejects the substitute, the Contractor shall have ten (10) Calendar Days thereafter to submit a second substitute person. Such process shall be repeated until a proposed replacement has been approved by the Commissioner.
4. In the event that, in the opinion of the Commissioner which is based on reasonable cause, the performance of personnel of the Contractor assigned to this Project is at an unacceptable level, such personnel will cease to be assigned to this Project, must return to the Contractor, and the Contractor must furnish to the Commissioner the name of a substitute person or persons in accordance with the previous paragraph.

C. Character of Workers:

The Contractor must employ only competent and efficient laborers, mechanics, or artisans and whenever, in the opinion of the Commissioner, any such worker is careless,

incompetent, violates safety or security rules, obstructs the progress of the Work, acts contrary to instructions or acts improperly, or fails to follow the safety requirements of this Contract, the Contractor must, upon request of the Commissioner which is based on reasonable cause, discharge or otherwise remove such worker from the Work and must not use such worker again, except with the written consent of the Commissioner. The Contractor must not permit any person to enter any part of the Work or any buildings connected therewith who is under the influence of intoxicating liquors or controlled substances.

D. Supervision and Superintendence:

1. The Contractor must personally supervise and superintend the Work, and must have a competent jobsite Superintendent, able to direct all of Contractor's and subcontractor's Work, at the site at all times that any Work is being performed.
2. The Contractor must also have a full time experienced and qualified project manager assigned to the Project.
3. Job superintendent and Project Manager or designee must be available by phone, twenty-four (24) hours per day, seven (7) days per week, including holidays, throughout the Project.

END OF VII.

VIII. SCHEDULE

A. Time:

1. Duration: The Contract duration for Substantial Completion is the period of time, measured in Calendar Days, allotted in the Special Provisions for Substantial Completion. Contractor must achieve Substantial Completion of the Project by the Contract Completion Date.
2. Start Date: The date of commencement of the Work will be the date set forth in the Contract or such other date as may be established at the discretion of the Commissioner in the Notice to Proceed.
3. Progress and Completion:
 - a. TIME IS OF THE ESSENCE IN THIS CONTRACT.
 - b. No time extensions will be allowed unless they are contained in a Contract Modification, which has been approved and executed by the City.
 - c. Without the Commissioner's prior written approval, the Contractor will not suspend any Work.
 - d. Notwithstanding any other terms contained herein, the Contractor will take measures to protect its Work and to minimize the impact of climatic conditions on the progress of the Work.
4. Liquidated Damages: Liquidated damages will be assessed against the Contractor in accordance with the schedule set forth in the Special Provisions for: Substantial Completion of the Project after the Contract Completion Date, failure to achieve any milestone or phase dates that provide for liquidated damages as set out in the Special Provisions, failure to return any area to aircraft operations on a timely basis as set out in the Special Provisions, or failure to complete the Punch List Work as required by Section VIII.D.2.
5. Daily Progress Reports: The Contractor and all Subcontractors must prepare and submit to the Commissioner daily progress reports on the various parts of the Work in the form that is approved by the Commissioner. The daily progress reports must include, but not be limited to, the number of workers and the classification of the trades involved, equipment used, and any pertinent information regarding possible delays in the Work. Daily Progress Reports must be submitted to the Commissioner prior to the completion of the following work day.

6. **Weekly Project Progress Meeting:** The Contractor's project manager and field superintendent must attend a weekly project progress meeting with the Commissioner. The Contractor's project manager must submit a two-week look-ahead schedule, from the current accepted Monthly Update Schedule at the meeting. The two-week look-ahead shall include the activities ID and identify whether the activity is part of that Monthly Update Schedules Critical path. The two-week look-ahead shall be provided through Final Completion of the Project. Weekly Progress Meetings will begin at Notice to Proceed and shall continue through Final Completion.
7. **Float Time:** Total Float Time shown on the Baseline Schedule is not for exclusive use or benefit of the Contractor, but is an expiring resource available to the City or the Contractor to accommodate changes in the Work, however originated, or to mitigate the effects of events which may delay performance of all or part of the Work. Time extensions for Contract performance will be granted only to the extent that delays extend the Critical Path of the current Monthly Update Schedule beyond the Contract Milestone(s) or Completion dates. In order to obtain a time extension, the Critical Path delay must be beyond the control and without fault or negligence of the Contractor, any of its Subcontractors or concurrent delays. In the event that Contractor created a delay impact on an already negative float path on the current Monthly Update Schedule, the Contractor will not receive any time extension unless and until the negative float is increased for the activity with the highest negative float on the current Monthly Update Schedule.

B. Delays:

1. **No Damages for Delay:** Should the Contractor be delayed for 180 days or less in the aggregate, in the commencement, prosecution or completion of the Work by any act of the City, including but not limited to a delay, change, addition, deletion or modification in the Work or any omission, neglect or default of the City, or by order of the Commissioner, or the Commissioner's designee, or by any cause beyond the Contractor's control, none of which are due to any fault, neglect, act or omission on Contractor's part, then the Contractor shall be entitled solely and exclusively to an extension of time only. Such extension of time shall release and discharge the City, its employees and representatives from any and all claims for damages of whatever character, including but not limited to, disruption, changes in sequence, interference, inefficiency, field or home office costs claimed by the Contractor on account of the aforesaid or any other causes of delay. Should the Contractor be delayed for 181 to 270 days in the aggregate, the Contractor is entitled to an extension of time plus an adjustment in the Contract Amount provided that the Contractor's costs have in fact been impacted by the City's delay and that the Contractor can substantiate these changes in costs by accounting data arising from the City's delay. Should the Contractor be delayed for 271 days or more in the aggregate, the Contractor is entitled to an extension of time plus an adjustment in the Contract Amount (as described above) or the Contractor may treat the delay as an early termination of the Contract by the City.

2. Notice of Delay: In the event that Contractor's performance of its Work is delayed by causes beyond the reasonable control of the Contractor, the phase / milestone of the project, the Substantial Completion Date or the Contract Completion Date of the project may be extended by the City to reflect the extent of such delay. The Contractor must give the Commissioner written notice within five (5) Calendar Days of the commencement of such delay. The written notice by the Contractor will comply with the requirements of VIII. B.6. Consideration of a time extension for events beyond the reasonable control of the Contractor will only be made if the delay directly impacts critical path activities based on the latest accepted Monthly Update Schedule.
3. Events of Delay: Events considered to be beyond the reasonable control of the Contractor include, but are not limited to acts of God, acts of the public enemy, fires, floods, earthquakes, epidemics, quarantine restrictions, labor strikes at the job site, freight embargoes, provided that the listed causes were not foreseeable and did not result from the fault or negligence of the Contractor, and provided further that the Contractor has taken reasonable precautions to prevent further delays owing to such causes.
4. Delays Which Do Not Qualify For Time Extensions: No extension of time will be granted under this section for any delay: (1) if the delay was caused by the action and/or inaction of the Contractor, including but not limited to the fault or negligence of the Contractor or its Subcontractors; or (2) for which any remedies are provided for or excluded by any other provision of the Contract; or (3) which has not been requested in strict accordance with Article VIII.B.6. Procedure for Time Extension Requests the procedures and such other provisions of the Contract Documents which may be applicable. The Commissioner's permitting the Contractor to proceed with its Work, or any part thereof, after such extension will in no way operate as a waiver of any other rights on the part of the City.
5. Procedure for Time Extension Requests:
 - a. The Contractor expressly consents to both the time requirements and notice content requirements for requesting an extension of time set forth in this Section VIII.B.5. The Contractor acknowledges that the notice requirements set forth in this section VIII.B.5 shall be strictly enforced and agrees that any failure on the part of the Contractor to provide notice strictly in accordance with the requirements of this Section VIII.B.5, shall constitute a waiver of the Contractor's right to seek an extension of time or to file a dispute to the Chief Procurement Officer under Article XVII. The Contractor further understands and agrees that, notwithstanding any case law decision to the contrary, the notice requirements of this Section VIII.B.5 shall not be subject to or diminished by any claim on the part of the Contractor that the Commissioner or any person acting on behalf of the Commissioner had actual or constructive knowledge of any request for

extension of time, entitlements to an extension of time or any facts or circumstances supporting an extension of time. The Contractor further acknowledges that the time requirements and content requirements of Section VIII.B.5 have the purpose, among others, of allowing the Commissioner to evaluate the time extension request contemporaneously with the event that has been claimed to cause the delay.

- b. In order to request a time extension, a "Commencement of Delay" notice must be provided in writing to the Commissioner no more than five Calendar Days after the commencement of the delay, otherwise, the claim for the time extension is waived.
- c. "Termination of Delay" notice must be provided in writing to the Commissioner no more than five Calendar Days after the delay has been terminated.
- d. If the cause of the delay impacts the critical path of the latest accepted Update Schedule, a "Request For Time Extension" must be submitted within ten (10) Calendar Days after the termination of the delay and must (1) state the cause of the delay, (2) specifically demonstrate the negative impact of the delay on the critical path of the latest accepted Update Schedule, and (3) state the number of days requested.
- e. The Commissioner shall advise the Contractor of its recommendation regarding the time extension request, in writing, within ten days of receipt. If the Contractor and Commissioner agree on the length of a proposed time extension, the Contractor will sign a Contract Modification that states the agreed upon time extension. The Contractor may not appeal the Commissioner's final decision unless the Request for Time Extension exceeds five (5) Calendar Days or impacts the critical path, or liquidated damages are assessed. The decision of the Commissioner is final for each Request for Time Extension of five (5) days or less.

6. Liquidated Damages for Delay:

- a. As provided in Section VIII.A.4., if the Project is delayed as a result of the Contractor's refusal or failure to begin the Work on the date of commencement as stated in Section VIII.A.2 or as a result of Contractor's refusal or failure to carry the Work forward expeditiously with adequate forces, equipment, material or other resources, or as a result of Contractor's other failure to complete the Work according to the approved Baseline Schedule; and if the Special Provisions provides for liquidated damages, then such damages shall be assessed. Liquidated damages will be assessed for any of the following events, if so provided in the Special Provisions: (i) every day the Substantial Completion Date is exceeded, (ii) every day that a phase or milestone date (that provides for liquidated damages) is exceeded, (iii) every day for failure to complete Punch List

Work as required by Section VIII.D.2, or (iv) for failure to return an area of the Project for aircraft operations within the time as may be required by the Special Provisions. In such events, the City will recover liquidated damages by deducting the amount thereof out of any moneys due or that may become due the Contractor, and if said monies are insufficient to cover said damages, then the Contractor will pay the amount due.

- b. These liquidated damages are for Contractor's delay only, and nothing contained in this Contract limits the right of the City to recover from the Contractor any damages, costs and expenses sustained by the City due to Contractor's other improper performance hereunder, repudiation of the Contract by the Contractor, Contractor's other failure to perform, or Contractor's other breaches in any respect, including but not limited to defective workmanship or materials.

C. Fixed Facilities Substantial Completion of Milestones, Phases and Project:

See SP Section 8, Review, Verification, and Acceptance.

D. Completion of Punch List:

1. It is understood and agreed that TIME IS OF THE ESSENCE IN CLOSING OUT THE JOB SITE WORK OF THIS CONTRACT for a milestone, phase or Project completion. The Contractor agrees to begin work immediately after receipt of a Punch List.
2. The period to complete Punch List Work for a milestone or phase will be determined in the sole discretion of the Commissioner. The period to complete the Punch List Work for the Final Completion of the Project is sixty (60) Calendar Days unless otherwise stated in the Special Provisions. The time period for completion of the Punch List Work begins the day after the Punch List is provided to the Contractor. The Commissioner may extend the period to complete Punch List Work for specific work, which requires the receipt of long lead-time materials. However, all other Punch List Work must be completed as required by Section VIII.D, including the turnover of Record Documents, As-Built Drawings and O&M Manuals and all other documents required by the contract documents.
3. Unless otherwise directed by the Commissioner and Chief Procurement Officer, failure of the Contractor or its Subcontractors to begin the Punch List Work on the job site prior to the expiration of three (3) Working Days after receipt of the Punch List will be construed as failure to prosecute the work of the Contract.
4. It is further understood and agreed that the Punch List Work will be continuously prosecuted once begun. Therefore, any gap of three (3) Working Days during which Punch List Work is not being performed on the job site will also be construed as failure to prosecute the work of the Contract.

5. The Contractor will notify the Commissioner, in writing, of a definitive date when the Punch List Work will be ready for inspection. The Commissioner and other required parties will make the inspection within a reasonable time frame. If the Punch List Work is deemed complete, the Commissioner will issue a letter to the Contractor stating that the Project has reached Final Completion.
6. Unless otherwise agreed in a Contract Modification, the failure to commence, continue, or complete the Punchlist Work will result in the charging of \$500.00 per day of the liquidated damages.
7. If liquidated damages are assessed, they will be added to the previously determined liquidated damages assessed at the time of Substantial Completion of the Project.

E. Baseline and Monthly Update Schedules:

1. General:

It is understood and agreed that "TIME IS OF THE ESSENCE OF THE CONTRACT". The Contractor agrees to begin actual work covered by this Contract in conformity with the Contract provisions and to prosecute the same with all due diligence, so as to Substantially Complete the entire Work under this Contract by the Contract Completion Date, expressed in Calendar Days following Notice to Proceed as set forth in the Special Provisions. The Contractor will, when necessary, use overtime, multiple shifts, weekend and or holiday work to maintain the Baseline Schedule approved by the Commissioner, without additional compensation.

All schedule requirements are provided in SP Section 6.1.

F. Acceptance of the Work and Right to Occupy Before Substantial Completion:

1. The City may occupy and use the Project or portions thereof in advance of Substantial Completion of the Project. In the event that the City desires to exercise partial occupancy and use prior to Substantial Completion, the Commissioner will provide written notice to the Contractor, and the Contractor must cooperate with the Commissioner in making available for the City's use such services as heating, ventilating, cooling, water, lighting and telephone for space or spaces to be occupied, and if the Work required to furnish such services is not entirely completed at the time the City desires to occupy and use the space or spaces, the Contractor will make every reasonable effort to complete that Work.
2. When the Commissioner determines that the City will use all or part of the Project before Substantial Completion, the Commissioner will determine:

- a. The responsibility between the City and Contractor for maintenance, repair, furnishing of utilities and the protection of the public (if required) for that part of the Project to be occupied.
- b. The list of items remaining to be performed before the Project or portion thereof to be occupied will be substantially complete.
- c. Whether any types of insurance will be needed by the Contractor.
- d. The effect of the City's use before Substantial Completion on required guarantees and warranties.

G. Suspension of Work:

1. The Commissioner has authority to suspend the Work wholly, or in part for such period of time as the Commissioner may deem necessary due to conditions unfavorable for the satisfactory prosecution of the Work, or to conditions which, in the Commissioner's opinion, warrant such actions or for such time as is necessary to carry out orders given; or to perform any or all provisions of the Contract. If the Commissioner suspends Work for more than seven Calendar Days, the Contractor will be entitled to compensation for the following costs of the suspension unless the suspension and/or costs were caused by any act or omission of the Contractor: demobilization and remobilization, field supervision (based upon accepted staffing plan), and idle equipment costs as provided in Article X. If such suspension is for 271 days or more in the aggregate, the Contractor may treat the suspension as an early termination of the Contract by the City as set forth in paragraph B of this Section VIII.
2. If it becomes necessary to stop Work for an indefinite period of time, the Contractor must store all materials in such manner that they will not become damaged in any way, take every precaution to prevent damage or deterioration of the Work performed, and erect temporary structures where necessary. The Contractor must not suspend work without written consent from the Commissioner.

H. Winter Suspension:

1. When the Special Provisions of the Contract Documents provides for a winter suspension, the Contractor must incorporate the winter suspension period into the Monthly Update Schedule. The winter suspension will begin and end on the dates specified in the Special Provisions, if any.
2. The Contractor must prepare for the winter suspension period by removing or relocating any equipment, materials, stockpiles, or items, which may interfere with or impair Airport Operations. The Contractor must participate in a site inspection with the Commissioner on or before the winter suspension commencement date. Any grading,

backfilling, barricades, or other items or work directed by the Commissioner, will be completed without interfering or impairing Airport Operations, and must be finished before the commencement date of the winter suspension period. All costs associated with preparation of the Project for the winter suspension period are incidental to the Project and must be included in the Contractor's Base Bid.

I. Work During the Winter Suspension Period:

If the Contractor requests permission to work during the specified winter suspension period and the request is approved, then the following rules will apply:

1. The Contractor will identify the proposed work within the most currently accepted Monthly Update Schedule by placing the work on a calendar that identifies the proposed winter work days. The Monthly Update Schedule containing the proposed winter work must be submitted at least one (1) month prior to the commencement date of the winter suspension. If the proposed winter work is accepted, the Contractor will continue to update the Monthly Update Schedule.
2. It is understood that no extension of time, regardless of the cause, or damages of whatever character, will be allowed for any Work that may be delayed, hampered, disrupted, re-sequenced, changed, or stopped by the Commissioner or adverse weather if Contractor elects to perform Work during a winter suspension period.
3. All work will be coordinated with Airport Operations through the Commissioner. Airport Operations cannot be interfered with or impaired in any way by the work being completed by the Contractor during the winter suspension. The Contractor will immediately remove and/or relocate any equipment, material, items, barricades, or stop work, if directed by the Commissioner.
4. Payment for work completed, inspected, and accepted during the winter suspension period will be in accordance with the procedures established in Article IX Payments.
5. It is understood that any increase in costs associated with the Work done during the winter suspension period are the Contractor's responsibility and the Contractor is not entitled to any additional compensation. Such costs include but are not limited to, loss of productivity, winter heat, winter protection, snow removal, frost protection, disruptions to the Work, work stoppages, temporary power, de-watering, winterized material (including but not limited to concrete, water, aggregate and bituminous mixtures.)
6. Substantial Completion dates for Contract milestones, phase(s), sub-phase(s), or the Project as a whole in the current approved Monthly Update Schedule will not be altered, changed, or adjusted in any way based upon the Work accomplished during the winter suspension period.

7. Any float for individual activities in the Baseline or Monthly Update Schedule that the Contractor gains by doing Work during the winter suspension must be used by the Contractor before it seeks a time extension.
8. All provisions of the Contract Documents apply to the Work being completed during the winter suspension.

END OF VIII.

IX. PAYMENTS

A. General:

See Exhibit 2, Schedule of Compensation.

B. Procedure for Monthly Pay Estimate and Final Payment:

1. Contractor must provide an original and two (2) copies of the following submittals to the Commissioner as a condition precedent to the Commissioner submitting a Pay Estimate to the Comptroller for processing:
 - a. Certified Statement: The Contractor must submit a certified statement (signed by the Contractor and notarized) with each Pay Estimate. The statement, in the form designated by the Commissioner, must list the amount earned by each Subcontractor, supplier and the Contractor during the payment period and include the following:
 - (1) the name and business address of the particular Subcontractor or supplier;
 - (2) description of the Work performed and/or product supplied;
 - (3) indication that the Subcontractor or supplier is an DBE or a non-certified firm;
 - (4) the total amount of the particular subcontract;
 - (5) the amount previously paid to the Subcontractor and the dates paid;
 - (6) The amount of the Pay Estimate that the Contractor will pay to each individual Subcontractor and/or supplier from payments Contractor receives on the request;
 - (7) the balance remaining under the subcontract to complete the Work.
 - b. Partial Waivers of Lien to Date and Contractor's Affidavit: The Contractor must submit partial waivers of lien to date and Contractor's Affidavit, in the form designated by the Commissioner, from all Subcontractors and suppliers indicating the total payment requested by each and for which payment has been previously received by them from funds paid to the Contractor by the City pursuant to prior Pay Estimates; provided that, with respect to the Vehicle and Control System Subcontractor, Contractor is only required to submit a signed affidavit whereby (i) the Contractor warrants that all Subcontractors and suppliers have been paid monies due to them for Work performed or goods supplied in relation to the Project; (ii) the Contractor waives and warrants that all Subcontractors and suppliers waive any and all liens against the Work or goods supplied for the Project; and (iii) Contractor shall indemnify the City in the event that any liens are raised against any of the Work by any of Contractor's Subcontractors or suppliers and take those actions reasonably necessary to

release any such liens. The waivers of lien to date and Contractor's Affidavits must be clearly identified with Pay Estimate number and period covered. The Contractor's Affidavit must also include the total amount invoiced by the Subcontractor and supplier to date. In the event that, after submitting a current Payment Estimate, but before payment therefore by the City, the Contractor receives payment for a prior Pay Estimate, the Contractor shall secure appropriate waivers of lien from all Subcontractors and Suppliers whose total payment to date is affected thereby. Such waivers shall be updated to reflect receipt of said additional payment and Contractor shall tender such waivers to the City on or before the date payment of the current Pay Estimate is made.

- c. DBE Utilization Report: A status report of DBE subcontractor payments, as required by the General Provisions, must be submitted with each Pay Estimate in the form required by the City.
- d. Certified Payrolls: Certified payrolls must be submitted by the Contractor and all the Subcontractors working on the job site to the Commissioner every week. All the payrolls must be identified with Contractor's or Subcontractor's NAME, PROJECT DESCRIPTION AND PROJECT NUMBER, and be sequentially numbered. The payroll must be submitted by the Contractor and Subcontractors until all Work by that Contractor or Subcontractor is completed. If there are periods of no Work by a Contractor or Subcontractor, a payroll labeled "NO WORK" must be submitted. The final payroll must be clearly labeled "FINAL". Certified payrolls are required to assure, among other things, EEO compliance and compliance with the prevailing wage rate requirements of this Contract. Race, worker classification, and gender should be clearly marked for each employee on the certified payroll along with all additional information required by the Chief Procurement Officer. An employee's address should appear every time his or her name appears on the payroll. When directed, the Contractor is required to submit payrolls electronically through the City's C2 System/LCP Tracker.
- e. Schedule Requirement: The Contractor must satisfy all requirements and submissions as described in Section VIII.E., "Baseline and Monthly Update Schedule."
- f. Subcontractor Payment Certification: The Contractor must submit a Subcontractor Payment Certification, in a form approved by the Chief Procurement Officer. The certification must list the estimated amount to be paid to each Subcontractor for the Pay Estimate period. The information provided in the certificate may be posted by the Chief Procurement Officer on the City's internet website. Vendor numbers must be shown for all companies listed.
- g. The Commissioner may, from time to time, require additional documentation to facilitate payment. Contractor will comply with any reasonable request for

additional documentation.

C. Payment for Stored Material:

1. Payment for material stored on the project site will be one hundred percent (100%) of a valid invoice less applicable retainage (as described in Section IX.D) when the Contractor has complied with the following requirements:
 - a. Provided a paid invoice from the supplier showing the unit, quantity, description of the material or equipment and costs.
 - b. Provided a waiver of lien from the supplier for the total amount of the material purchased.
 - c. Provided inspection tickets for all the material stored.
 - d. Material invoices should reference the applicable Contract line item for each item of material.
2. Payment for material stored off-site, if authorized in the Special Provisions, or when approved in writing by the Commissioner and Chief Procurement Officer, will be one hundred percent (100%) of a valid invoice less applicable retainage (as described in Section IX.D) when the Contractor has complied with the requirements listed below.
 - a. Provided a paid invoice from the supplier showing the unit, quantity, description of the material or equipment and costs.
 - b. Provided a signed waiver of lien from the supplier for the total amount of the material purchased.
 - c. Provided inspection tickets for all the material stored.
 - d. Provided a Contractor-certified statement giving the exact location of the materials or equipment, and stating that:
 - (1) such materials are segregated, identified as City property, suitably stored and maintained at a bonded, secure and environmentally appropriate location agreed upon and subject to such conditions required or established by the Commissioner.
 - (2) the Contractor has complied with procedures satisfactory to the Commissioner to establish the City's title to such materials and must otherwise protect the City's interest therein, including but not limited to, insurance, storage and transportation to the Project Site for such

materials stored off-site, as the Commissioner may reasonably require.

- (3) the materials, equipment and associated fabricated components will not be diverted away from the Project.
- e. Simultaneously with payment for such material and in addition to the Contractor's certification required by paragraph 2.d(2) above, the Contractor must prepare, execute and deliver any and all documents required to transfer title to the City, including without limitation, any Uniform Commercial Code documentation necessary to perfect transfer of title. All material and Work covered by payments made will thereupon become the sole property of the City; however, the risk of loss will remain with the Contractor until Substantial Completion. The Contractor must provide the Commissioner with a certificate of insurance coverage for the stored material upon which payment is requested.
- f. The Contractor must pay the Department's reasonable costs for consultants or attorneys, relating to administration of the payment for material stored off site, to verify and review required filings and documents, inspect materials, and travel. Travel costs are to be paid based upon the current City Travel Guidelines.

D. Retainage:

See Exhibit 2, Section 1.2.4.

E. Payments Withheld:

1. No payment shall be made to the Contractor until certificates of insurance, bonds, or other evidence of compliance by the Contractor with all the requirements of the Contract for insurance and bonds have been provided to the Commissioner. Further, no payments on the basis of Work performed by a Subcontractor shall be paid until copies of all bonds required and any certificates of insurance required of the Subcontractors by the Contract have been filed with the Commissioner.
2. The Commissioner may decline a Pay Estimate if, in the Commissioner's opinion, the Pay Estimate is not adequately supported. If the Contractor and Commissioner cannot agree on a revised amount, the Commissioner will process the Pay Estimate in the amount the Commissioner deems appropriate.
3. The Commissioner may decline to process any Pay Estimate or may rescind in whole or in part any approval previously made to such extent as may be necessary in the Commissioner's opinion because of any failure of the Contractor to perform any obligation under the Contract, including but not limited to:
 - a. The Contractor's failure or refusal to provide the Commissioner the required

Baseline Schedule for the Work or monthly schedule updates and obtain the Commissioner's approval for either as required by the Contract.

- b. The Contractor's failure to remedy defective Work.
 - c. The Contractor's failure to make payments properly to Subcontractors, employees, or material suppliers or for labor, materials or equipment, or provide partial lien waivers with pay estimates.
 - d. The Contractor's failure, as determined by the City, either to maintain progress of the Work as required in the current approved Baseline Schedule or to carry out the Work in accordance with the Contract.
 - e. The Contractor's refusal to follow City, state, federal, or Contract safety and security requirements.
 - f. The Contractor's failure to remove equipment, materials, concrete batch plants or asphalt batch plants, if any, from the Airport as directed by the Commissioner.
4. Pursuant to 2-92-270 of the Municipal Code of the City of Chicago, the Chief Procurement Officer may also notify the Contractor that payments to the Contractor will be suspended if the Chief Procurement Officer has determined that the Contractor has failed to pay any Subcontractor, employee, or workman for Work performed. If Contractor has not cured a failure to pay a Subcontractor, employee or workman within 10 days after receipt of such notice, the Chief Procurement Officer may request the Comptroller to apply any money due, or that may become due, to Contractor under the Contract to the payment of such Subcontractors, workmen, and employees and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly. Further, if such action is otherwise in the City's best interests, pursuant to 2-92-245 of the Municipal Code of the City of Chicago, the Chief Procurement Officer may (but is not obligated to) request the Comptroller to make direct payments to Subcontractors for monies earned on contracts and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly. The City's election to exercise or not to exercise its rights under this paragraph shall not in any way affect the liability of the Contractor or its sureties to the City or to any such Subcontractor, workman, or employee upon any bond given in connection with such Contract.
5. The City's rights under Section IX.E are cumulative to any other rights provided under the Contract.

F. Release of Retainage:

See Exhibit 2, Section 1.2.4.

G. Prompt Payment to Subcontractors:

1. The term "Subcontractor" has the same meaning as in Section I.A. The following provisions of this paragraph apply to both DBE and non-DBE Subcontractors. Contractor must state the requirements of the Prompt Payment provision in all Subcontracts and purchase orders. If Contractor fails to incorporate these provisions in all Subcontracts and purchase orders, the provisions of this Section are deemed to be incorporated in all Subcontracts and purchase orders. Contractor and the Subcontractors have a continuing obligation to make prompt payment to their respective Subcontractors. Compliance with this obligation is a condition of Contractor's participation and that of its Subcontractors on the Project.
2. The Contractor must make payment to its Subcontractors within fourteen (14) days of receipt of payment from the City for each Pay Estimate, but only if the Subcontractor has satisfactorily completed its Work in accordance with the Contract Documents and provided the Contractor with all of the documents and information required of the Contractor by the General Conditions, Article IX., "Payments". The Contractor may delay or postpone payment for a Pay Estimate when the Subcontractor's Work or materials do not comply with the requirements of the Contract Documents, the Contractor is acting in good faith and not in retaliation for a Subcontractor exercising legal or contractual rights.
3. The Contractor must make final payment to its Subcontractors within fourteen (14) days after each Subcontractor has satisfactorily completed all of its Work, including but not limited to, completion of Punch List work for which the Subcontractor is responsible, providing final lien waivers, and providing all of the documents required by the Contract Documents for payment of retainage at Final Completion of the Project as provided for in Section IX.F as well as such documentation as is required for releasing the portion of the retainage attributable to that Subcontractor's work. Retainage must be paid to Subcontractors as required by this section, whether the Project has been determined to have reached Substantial Completion as defined in Section I.A., or whether the Contractor has received payment from the City for release of Retainage. The Contractor may delay or postpone payment of retainage to a Subcontractor if the Subcontractor's Work or materials do not comply with the requirements of the Contract Documents, the Contractor has substantial grounds for and has acted reasonably in making the determination, the Contractor is acting in good faith and not in retaliation for a Subcontractor exercising legal or contractual rights, and the Contractor has obtained the City's prior written approval as described in 49 CFR § 26.29(d).
4. Contractor must submit a status report of Subcontractor payments monthly for the duration of the contract on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's website at: http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance2.pdf.

The form must be received by the tenth (10th) day of each month. The statement must list the following for Contractor and for each Subcontractor and supplier for the period for which payment is requested:

- i) Total amount invoiced by the Contractor for the prior month;
 - ii) The name of each particular Subcontractor or supplier utilized during the prior month;
 - iii) Indication if the Subcontractor or supplier is acting as an MBE, WBE, DBE, or non-certified firm on this contract;
 - iv) The vendor/supplier number of each Subcontractor or supplier;
 - v) Total amount invoiced that is to be paid to each Subcontractor or supplier.
5. Contractor must make payment to Subcontractors so that they receive it within fourteen (14) days of receipt of the check from the City. Payment is deemed received by the Subcontractor at the time of hand delivery by the Contractor, or three (3) Calendar Days after mailing by the Contractor.
6. To the extent feasible, to facilitate the flow of information to Subcontractor, the City will post at the Commissioner's office a list of Contractor's Pay Estimates, including the Subcontractors identified in them, submitted by the Commissioner to the City Comptroller for payment and the date of payments made to the Contractor by the City.
7. Contractor must not delay or refuse to timely submit pay requests for a Subcontractor's work or materials. The City may construe such delay or refusal as Contractor's failure to act in good faith. Timely, in this context, means within thirty (30) days after the portion of the Subcontractor's work that the Subcontractor has invoiced is in place in the project or the materials delivered to the City (or off-site if this Contract permits payments for off-site delivery). In addition, Contractor must not delay or postpone payment for an undisputed portion of a Subcontractor's invoice or in connection with claims or disputes involving different pay requests on the same project or different projects.
8. The City will withhold payment from the Contractor when the Commissioner determines that the Contractor has not complied with this Section IX.G.
9. These provisions do not confer any rights to Subcontractors against the City. Nothing in this section is to be construed to limit the rights of and remedies available to the City, including but not limited to various rights under the General Conditions.

H. Pay Estimates and Payments Subject to Review:

The City shall not be precluded or estopped by any measurement, estimate, or certificate made by Contractor or a Subcontractor either before or after the completion

and acceptance of the Work and payment for that Work, from showing the true amount and character of the Work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the Work or materials do not conform in fact to the Contract. The City will not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and its sureties such damages as the City may sustain by reason of the Contractor's failure to comply with the terms of the Contract.

I. Salaries/Payments:

1. Salaries of all employees of the Contractor performing Work will be paid unconditionally and not less often than once a week without deduction or rebate on any account, except only for payroll deductions as are mandatory by law or permitted under the applicable regulations pursuant to the Copeland "Anti-Kickback" regulations, and will be responsible for the submission of affidavits required thereunder, except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof. If, in the performance of this Contract, there is any under payment of salaries by the Contractor, the Comptroller for the City of Chicago ("Comptroller") may withhold, out of payments due to the Contractor, an amount sufficient to pay to employees underpaid, the difference between the salaries required to be paid hereby and the salaries actually paid such employees for the total number of hours worked.
2. The Contractor further undertakes to pay all lawful claims made against it by such Subcontractors and all lawful claims made against it by other third persons arising out of, in connection with, or because of its performance of this Contract which are attributable to the Contractor. The Contractor further will cause all of its Subcontractors to pay all lawful claims made against them. In the event such lawful claims are not satisfied, the Comptroller is hereby empowered to disburse such sums for and on account of the Contractor directly to the respective parties to which such sums are due and lawfully owed.
3. Provisions Required By The Regulations of the Secretary of Labor 29 CFR § 5.5.
 - a. Minimum Wages.
 - (1) All laborers and mechanics employed or working upon the site of the Work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is

attached hereto as Schedule "B" and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonable anticipated for bona fide fringe benefits under provision 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (7) of this provision; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics will be paid the appropriate wage rate and fringe benefits on the wage determination for the classifications of Work actually performed, without regard to skill, except as provided in 29 CFR § Part 5.5(a)(4). Laborers or mechanics performing Work in more than once classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which Work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this provision) and the Davis-Bacon poster (WH-1321) will be posted at all times by the Contractor and any Subcontractors at the site of the Work in a prominent and accessible place where it can be easily seen by the workers.

- (2) The Commissioner will require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract to be classified in conformance with the wage determination. The Commissioner will approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - i) The Work to be performed by the classification requested is not performed by classifications in the wage determination; and
 - ii) The classification is utilized in the area by the construction industry; and
 - iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (3) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Commissioner agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action

taken will be sent by the Contractor to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C., 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Commissioner or Contracting Officer or will notify the Commissioner or Contracting Officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

- (4) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Director do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contractor will refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of the receipt and so advise the Contractor and Commissioner or state within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (5) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(3) or (4) of this paragraph, will be paid to all workers performing Work in the classification under the Contract from the first day on which Work is performed in the classification.
- (6) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit, which is not expressed as an hourly rate, the Contractor will either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (7) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Trade Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

- b. Withholding. The Federal Aviation Administration or the Federal Highway Administration will upon its own action or written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other Federally-assisted Contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including apprentice, trainee, or helpers, employed or working on the site of the Work, all or part of the wages required by the Contract, the Commissioner may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased in accordance with Article 7.5.1.
- c. Payrolls and Basic Records.
- (1) Payrolls and basic records relating thereto will be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work. Such records will contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates or wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in provision 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under the 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in provision 1(b)(2)(B) of the Davis-Bacon Act, the Contractor will maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing benefits. Subcontractors employing apprentices or trainees under approved programs will maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget and OMB control number 1215-0140)

and 1215-0017.)

- (2) The Contractor will submit weekly, for each week in which any Work by laborers or mechanics is performed, a copy of all payrolls to the Commissioner for transmission to the Federal Aviation Administration or the Federal Highway Administration. The payrolls submitted will set out accurately and completely all of the information required to be maintained under 5.5(a)(3)(i) of regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-055-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all Subcontractors. (Approved by the Office of Management and Budget under control number 1215-0149.)
- (3) Each payroll submitted will be accompanied by a "Statement of Compliance", signed by the Contractor, or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and will certify the following:
 - i) That the payroll for the payroll period contains the information required to be maintained under 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete;
 - ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
 - iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of the Work performed as specified in the applicable wage determination incorporated into the Contract.
- (4) The weekly submission of properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(c)(3) of this provision.
- (5) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under Provision 1001 of Title 18 and Provision 231 of Title 31 of the United

States Code.

- (6) The Contractor or Subcontractor will make the records required under paragraph (3)(c)(1) of this provision available for inspection, copying, or transcription by authorized representatives of the Commissioner, The Federal Aviation Administration, the Federal Highway Administration, or the Department of Labor, and will permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the City of Chicago or Federal agency may, after written notice to the Contractor or Subcontractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

d. Apprentices and Trainees

- (1) Apprentices. Apprentices will be permitted to Work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the Project site in any craft classification will not be greater than the ratio permitted to the Contractor as to the entire Work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, will be paid not less than applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job site is excess of the ratio permitted under the registered program will be paid not less than the applicable wage rate on the wage determination for the classification of Work actually perform. Where a Contractor is performing construction on a Project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program will be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices will be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that the different practice prevails for the applicable apprentice classification, fringes will be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to Work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the Project site will not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees will be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees will be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration will be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the Project Site in excess of the ratio permitted under the registered program will be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer

be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

- (3) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part will be in conformity with the Equal Employment Opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30, which are incorporated by reference in the Contract.
- e. Compliance with Copeland Act Requirements. The Contractor will comply with the requirements of 29 CFR Part 3, which are incorporated by reference in the Contract.
- f. Subcontractors. The Contractor and Subcontractor will insert into any subcontracts the clauses contained in Sections IX.I.3. (a) through (j), Provisions Required By The Secretary of Labor, and Section IX.G, Prompt Payment To Subcontractors of this Contract and such other clauses as the Federal Aviation Administration or the Federal Highway Administration may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The Contractor will be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the Contract clauses in 29 CFR § 5.5.
- g. Contract Termination and Debarment. A breach of these Contract paragraphs (3)(a) through (j) and K.1. through 5. below may be grounds for termination of the Contract and for debarment as a Contractor and Subcontractor as provided in 29 CFR § 5.12.
- h. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by referenced in the Contract.
- i. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract will not be subject to the general "Disputes" clause of this Contract. Such disputes will be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5,6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the Commissioner, the U.S. Department of Labor, or their employees or their representatives.
- j. Certificate of Eligibility.
 - (1) By entering into the Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's

firm is a person or firm ineligible to be awarded Government Contracts by virtue of provision 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

- (2) No part of the Contract will be subcontracted to any person or firm ineligible for award of a government Contract by virtue of provision 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

J. Contract Work Hours and Safety Standards Act:

The Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-Construction Contracts Subject to the Contract Work Hours and Safety Standards Act)", 29 CFR Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction", 29 CFR Part 1926. Other requirements that may apply are stated in subparagraphs 1 through 5 below.

1. **Overtime Requirements.** No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics will require or permit any such laborer or mechanic including watchmen and guards in any workweek in which he or she is employed on such Work to Work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.
2. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event any violation of the clause set forth in subparagraph (1) of this paragraph, the Contractor and any Subcontractor responsible therefore will be liable for the unpaid wages. In addition, such Contractor and Subcontractor will be liable to the United States (in the case of Work done under Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages will be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day for which such individual was required or permitted to Work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.
3. **Withholding for Unpaid Wages and Liquidated Damages.** The Federal Aviation

Administration, the Federal Highway Administration, or the Commissioner will upon its/her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of Work performed by the Contractor or Subcontractor under any Contract or any other Federal Contract with the same Contractor, or any other Federally assisted Contract subject to Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

4. Subcontracts. The Contractor and Subcontractor will insert in any Subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The Contractor will be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.
5. Working Conditions. No Contractor or Subcontractor may require any laborer or mechanic employed in the performance of any Contract to Work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards (29 CFR § 1926) issued by the Department of Labor.

END OF IX.

X. CHANGES IN THE WORK

A. City's Right to Change Work:

The City reserves the right to direct, by written Field Order, changes in the Work or Contract time without prior notice to the Contractor's surety, and the Contractor is obligated to perform in accordance with the Field Order. These changes may consist of additions, deletions, or other revisions to the Work and/or changes in the Contract time, at the discretion of the City, with the Contract Price and/or the Contract time being adjusted as appropriate. Field Orders must be in writing, signed by the Commissioner with the prior approval of the Chief Procurement Officer. The Contractor will begin the changed Work upon receipt of a duly executed Field Order

B. Contractor's Request:

The Contractor must submit to the Commissioner a written request for any adjustment to the Contract Price and/or Contract time for such changed Work, in accordance with the requirements of Article X.

C. Payment For Changes:

The adjustment in Contract Price, if any, for changes (either additions, deletions or revisions) in the Work or Contract time, shall be made in accordance with paragraphs 1 through 3 below. Where changes in the Work involve both additions and deletions, any percentage mark-ups applicable to labor and materials as set forth below shall be applied to the net difference. An adjustment in Contract Price and/or Contract time requires a Contract Modification pursuant to Section X.D. Payment for a Contract Modification will be made after the Contract Modification is executed by the City. The Commissioner may require additional documentation to facilitate approval for changes in the work. Contractor will comply with any request for additional documentation.

1. Unit Price Basis: To the extent that changes in Work result in an increase or decrease in the quantities of unit-priced Work to be performed, the adjustment in Contract Price will be as follows:
 - a. All increases or decreases in such Work of the type that appears in the Contract as unit price items shall, except as provided in paragraph (b.) below, be paid for or deducted at the Contract unit prices as bid by the Contractor or as established by an approved lump sum Breakdown.
 - b. For line items that represent ten percent (10%) or more of the Contract Price, if actual quantities of these line items represent a twenty-five percent (25%) or more variance from the bid quantities, but are not deleted in their entirety, the Contract Price adjustment will be based on a negotiated unit price based on

costs which are demonstrated by the Contractor and agreed to by the Commissioner, subject to approval of the Chief Procurement Officer, in a method consistent with paragraph C.2. "Proposal Basis". The negotiated price may be higher, lower or equal to the unit price bid by Contractor. If the Commissioner and Contractor are unable to agree on a negotiated unit price for the changed Work, the Commissioner shall determine a reasonable unit price, in which event a Contract Modification, with the Work priced at the unit price determined by the Commissioner, shall be prepared by the Commissioner and signed by the Contractor for submission to the City for execution. However, the Contractor may dispute the amount of the unit price determined by the Commissioner in a Change Claim pursuant to Section X.G.

- c. For line items that represent ten percent (10%) or more of the Contract Price, and are deleted in their entirety, the Contractor will only be compensated for any materials or equipment that were ordered in accordance with the approved Baseline Schedule and approved submittal prior to Contractor's receipt of the notice of deletion of the line item, providing that the materials and equipment order could not be cancelled, nor returned to the supplier less restocking fees and also provided that the materials and equipment are delivered to the City, found acceptable, and are adequately protected for storage. Contractor shall not be entitled to any lost profits on Work that was deleted, or any other costs or compensation.
 - d. The Contractor must provide a breakdown by Contract line item listing the total percentage of each line item attributable to a DBE firm.
2. Proposal Basis: To the extent that there are no unit prices for the changed Work, either as bid or as identified in an approved Breakdown of a lump sum, the Contract Price adjustment for the changed Work may be based upon a price agreed to by the City and Contractor. If the changed Work is to be completed on a proposal basis, a proposal for the changed Work must be provided by the Contractor accepted by the Commissioner prior to the date on which the changed Work is fifty percent (50%) complete. Until such time a proposal is agreed to by the City, the Contractor will submit Time and Material Work Report as required in Paragraph X.C.3 below. In addition, if the Commissioner has not accepted the proposal for the changed Work prior to the commencement of the changed Work, time and material work reports must be maintained by the Contractor, as required by Section X.C.3.n., until a proposal is agreed to by the Contractor and City through the signing of a Contract Modification. If there is no agreement between the Contractor and City as to the Contract Price adjustment and/or Contract time adjustment for the changed Work on a proposal basis prior to the completion of fifty percent (50%) of the changed Work, the changed Work will be paid for on a time and material basis as provided for under Section X.C.3. However, for pay items that are deleted in their entirety, where there are no unit prices for the changed Work, either as bid or as identified in an approved Breakdown of a lump sum, the Contractor will only

be compensated for any materials or equipment that were ordered in accordance with the approved Baseline Schedule prior to Contractor's receipt of the notice of deletion of the Work, providing that the materials and equipment order could not be cancelled, and also provided that the materials and equipment are delivered to the City and are found acceptable. Contractor shall not be entitled to any lost profits on Work that was deleted, or any other costs or compensation.

Proposal Pricing: The proposal submitted by the Contractor shall be a starting point for negotiation between the City and Contractor. Any proposal submitted in writing by the Contractor for consideration for changed Work must be broken down into segments of cost as follows:

- a. **Labor:** Number of proposed labor hours multiplied by the base wage plus an amount not to exceed thirty percent (30%) to cover jobsite general conditions, overhead, and profit. All indirect costs must be part of the overhead, including but not limited to supervision, engineering, safety, surveying, quality control and other technical personnel. Fringe benefits, as allowed by the applicable labor union, multiplied by the proposed number of labor hours, plus an amount up to ten percent (10%) of the total fringe benefit may be allowed.
- b. **Insurance and Payroll Taxes:** Cost for unemployment insurance contributions and social security taxes on the extra Work and for other insurance coverage on the extra Work required of the Contractor by the Contract and not included in or provided under the OCIP, to which an amount not to exceed ten percent (10%) of the cost of these items will be added. The Contractor must furnish satisfactory evidence of the rate or rates paid for such insurance and taxes.
- c. **Material:** Cost of materials (accepted by the Commissioner and incorporated into the Work) plus an amount not to exceed fifteen percent (15%) of the cost of material to cover profit and handling charges of Contractor performing the Work. Material cost must be supported by quotations and invoices from the suppliers and must be net of any discounts or rebates offered by the suppliers.
- d. **Equipment:** For equipment owned by the Contractor, costs will be determined by the number of proposed equipment hours multiplied by the rate as allowed by the latest revision of "Equipment Watch Rental Rate Blue Book" as issued by Equipment Watch. Equipment rates as allowed by the latest revision of Equipment Watch Rental Rate Blue Book shall be the total Federal Highway Administration (FHWA) hourly rate. Idle equipment shall consist of the percentage sum of the following elements: depreciation, cost of facilities capital (CFC) and indirect cost multiplied by the hourly rate. For equipment rented by Contractor, rates will be determined by the Equipment Distributors' Compilation of Rental Rates (AED Green Book), for the period that said machinery and equipment are to be used on such Work, to which no percent will be added.

Where machinery and equipment are not listed in these schedules, then the rates will be determined by the Commissioner after reviewing all available records of the Contractor or other information concerning the expense of operating that type of equipment.

- e. Cost for Increase in Performance Bond: The Contractor must furnish the Commissioner written documentation from the bonding company of the rate or rates applicable for additional bonding for this Contract. These rate/rates will be applied to all the changes increasing or decreasing the Contract Price to which no mark-up will be added. No bonding costs will be allowed for Subcontractors. In the absence of written documentation from the bonding company, a percentage of the total change will be added or subtracted, as determined by the Commissioner and Chief Procurement Officer, to cover the increase or decrease of the cost of the bond.
 - f. When Work is to be performed by a Subcontractor, the proposal may include as administrative costs an amount not to exceed ten percent (10%) of the first ten thousand dollars (\$10,000.00) and five percent (5%) of any amount over ten thousand (\$10,000.00) of the total approved costs of such Work. The Subcontractor, however, is not allowed any additional markup if it subcontracts its Work to a third party. The use of a Subcontractor will require the approval of the Chief Procurement Officer. All subcontracted costs must be supported by proposals from the Subcontractor(s) performing the Work. The Subcontractor's proposal must be broken down into its various parts of Work as described in items a) through d) above, or as required by the Commissioner.
 - g. DBE Breakdown: The Contractor must provide a breakdown by cost with each proposal outlining the total dollar amounts to be paid to itself and each subcontractor/supplier pertaining to the changed work. This breakdown must distinguish each subcontractor/supplier by its status (i.e. Non-Minority or DBE).
3. Time and Material Basis: If the changed Work is not subject to unit pricing and the City and Contractor cannot agree on a price based on a proposal prior to the time the Work is fifty percent (50%) complete, the Work shall be paid for on a time and material basis. All invoices for changed Work must be submitted by Contractor within fifteen (15) days after completion of the changed Work. Contractor's failure to provide a complete invoice for the changed Work within that period will authorize the Commissioner, subject to the approval of the Chief Procurement Officer, to determine the final amount for the Contract Modification, which may be awarded without the signature of the Contractor.

Time and Material Billing:

- a. Labor: For all hourly wage labor and hourly wage foremen in direct charge of the

specific operations, the Contractor shall receive the actual rate of wage for every hour that said labor and foremen are actually engaged in such Work.

- b. The Contractor shall receive the actual costs paid to, or in behalf of, workers for health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the Work.
- c. An amount equal to thirty percent (30%) of above 3a. and an amount equal to ten percent (10%) of above 3b. will also be paid to the Contractor to cover general conditions, overhead and profit. No additional allowance or payment will be made for general superintendence. All indirect costs must be part of the overhead, including but not limited to supervision, engineering, safety, surveying, quality control, and other technical personnel.
- d. No payment will be made for labor performed on a time and material basis until the Contractor has furnished the Commissioner with itemized statements of the labor cost as follows:
 - (1) Name, classification, date, daily hours, total hours, rate and extension for each journey worker, apprentice and foreman.
 - (2) Certified payrolls or certified copies thereof, pertinent to the Work for which payment is requested. The payroll records will contain the name, address and social security number of each employee, the employees correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. The labor rates will be audited and corrected against the certified payrolls. Falsification of the certified payroll is an offense punishable by law.
- e. Insurance and Payroll Tax: Cost for unemployment insurance contributions and social security taxes on the extra Work and for other insurance coverage on the extra Work required of the Contractor by the Contract and not included in or provided under the OCIP, to which an amount not to exceed ten percent (10%) of the cost of these items will be added. The Contractor must furnish satisfactory evidence of the rate or rates paid for such insurance and taxes.
- f. Materials: For materials accepted by the Commissioner and used as an integral part of finished Work, the Contractor shall receive the actual costs of such materials delivered on the job site, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), as shown by original receipted bills, to which fifteen percent (15%) will be added to the first ten thousand dollars (\$10,000.00) and ten percent (10%) for any amounts over ten thousand dollars (\$10,000.00).

- g. The Contractor will be reimbursed for any materials used in the construction of the Work, such as sheeting, falsework, form lumber, burlap, or other materials for curing, etc., which are not an integral part of the finished Work. The amount of reimbursement must be reasonable and supported by invoices. No percent shall be added. The salvage value of such materials shall be taken into consideration in the reimbursement amount.
- h. No payment will be made for material costs until the Contractor has furnished itemized statements of the material costs, which must include:
 - (1) Quantities of materials, prices, and extension.
 - (2) Material transportation costs supported by receipted invoices.
 - (3) Receipted invoices for all materials used. However, if materials used on the time and material Work are not specifically purchased for such Work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor must furnish an affidavit certifying that such materials were from its stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor. The price quoted for such material must be reasonable and acceptable as per the normal industry practice.
- i. Equipment: For equipment owned by the Contractor, costs will be determined by the number of proposed equipment hours multiplied by the rate as allowed by the latest revision of "Equipment Watch Rental Rate Blue Book" as issued by Equipment Watch. Equipment rates as allowed by the latest revision of Equipment Watch Rental Rate Blue Book shall be the total Federal Highway Administration (FHWA) hourly rate. Idle equipment shall consist of the percentage sum of the following elements: depreciation, cost of facilities capital (CFC) and indirect cost multiplied by the hourly rate. For equipment rented by Contractor, rates will be determined by the Equipment Distributors' Compilation of Rental Rates (AED Green Book), for the period that said machinery and equipment are to be used on such Work, to which no percent will be added. Where machinery and equipment are not listed in these schedules, then the rates will be determined by the Commissioner after reviewing all available records of the Contractor or other information concerning the expense of operating that type of equipment.
- j. When equipment is rented, the Contractor shall receive actual rental cost as shown by original receipted bills to which five percent (5%) shall be added which shall compensate Contractor for standard operating costs including but not limited to: routine servicing and repair, service and lube labor, fuel, lubricants,

filters, tires, tire service, and lube trucks. No additional compensation for ordinary operating expenses will be allowed.

- k. No payment will be made for equipment unless designations, dates, daily hours, rental rates, and extensions for each unit of machinery and equipment are shown on the itemized statement of time and material Work.
- l. Bond: The City will pay the Contractor the actual increase in cost of its performance bond. The Contractor must furnish from the bonding company written documentation of the rate or rates applicable for additional bonding for this Contract. These rate/rates will be applied to all the changes increasing or decreasing the Contract Price to which no percent will be added. No bonding costs will be allowed for Subcontractors. In the absence of written documentation from the bonding company, a percentage of the total change will be added or subtracted, as determined by the Commissioner and Chief Procurement Officer, to cover the increase or decrease of the cost of the bond.
- m. When Work is performed by a single Subcontractor or multiple Subcontractors, the Contractor shall receive as administrative costs an amount equal to ten percent (10%) of the first ten-thousand dollars (\$10,000.00) and five percent (5%) of any amount over ten-thousand dollars (\$10,000.00) of the total approved costs of such Work. The Subcontractor or Subcontractors are not allowed any additional markup. All subcontracted costs must be supported by invoices from the Subcontractors performing the Work. The Subcontractors' invoices must be submitted in the form described in Section X.C.3.a. through m.
- n. Documentation: For additional Work performed on a time and material basis the Contractor must each day submit to the Commissioner detailed and complete records of the labor, material, equipment, and other costs relating to any force account Work performed on the previous day. These daily extra Work reports must be signed by the Contractor and the Commissioner. Failure of the Contractor to submit Daily Work Reports to the Commissioner within twenty-four (24) hours after the completion of the shift's work may, at the sole discretion of the Commissioner, cause these reports to be rejected and disqualified for payment.
- o. DBE Breakdown: The Contractor must provide a breakdown by cost with each proposal outlining the total dollar amounts to be paid to itself and each subcontractor/supplier pertaining to the changed work. This breakdown must distinguish each subcontractor/supplier by its status (i.e. Non-Minority or DBE). If the DBE percentage of participation is less than the Contract goal, an explanation of good faith efforts to meet the goal must be provided.
- p. Base Contract Work On a Premium Time Basis:

- (1) Premium Time Costs will be paid, for Contract Work performed outside of regularly scheduled working hours as defined by the Contract Documents, only if expressly directed in writing by the City prior to the Contractor commencing the Work. Compensation, when authorized, shall cover only the direct cost of the premium portion of the time involved and shall be without any charge for insurance. No payment will be made for union fringe benefits on the premium portion of the time unless expressly required by union agreement. Taxes, which are attributed to the premium portion of the time, will be paid. If taxes are charged by the Contractor, the Commissioner may require the Contractor to supply verification that the employees' Social Security Tax, Federal Unemployment Tax, and State Unemployment Tax limits have not been exceeded.
 - (2) An amount equal to seven percent (7%) of the sum of the premium portion of the work plus taxes will also be paid to the Contractor or Subcontractor performing the work to cover jobsite general conditions, overhead, and profit. All indirect costs shall be part of the overhead, including but not limited to supervision, engineering, and other technical personnel.
 - (3) If the Contractor enters into a subcontract, the Contractor will be allowed an additional two percent (2%) of the Subcontractor's premium time billing to cover the Contractor's supervisory and related expense on subcontract operations. The Subcontractor is not allowed the additional two percent (2%) if it sublets its Work.
 - (4) Daily Work reports for the premium time hours must be kept and signed daily. The reports must indicate the time of day when the Work was performed and wage rate differential that will be charged. Billings must reflect hours reported on daily Work reports.
4. Changes on Lump Sum Contracts or Lump Sum Items in Unit Priced Contracts: All increases or decreases in elements of the Work that are listed in an approved Breakdown as unit prices or that can otherwise be assigned a value based on the approved Breakdown will be compensated, for the purpose of any change, based on those prices.
5. Miscellaneous:
 - a. For the purpose of this section, any business entity, which employs field labor and performs Contract Work on the job site, is defined as a Subcontractor. (Suppliers/deliverers of materials are not considered as field labor).

- b. When the extra Work involves only supply of material without any field labor at the job site, the supplier, for the purposes of this section, will be considered as a Subcontractor and the mark up as specified in Section X.C.3.f will apply.
- c. Expenses incurred by the City: Upon written request of the Commissioner and Chief Procurement Officer, the Contractor will pay bills relating to the Project that are the responsibility of the City. The Contractor will be reimbursed for the actual amount paid out to which will be added a mark-up as specified in Section X.C.3 above.
- d. Any adjustment in Contract time due to changed Work will be based on the impact that the changed Work has on critical path items in the Monthly Update Schedule.

D. Contract Modification:

The final terms of any adjustment in Contract Price and/or Contract time relating to changed Work must be incorporated into a written Contract Modification executed by the Contractor (except as provided in Section X.C.3) and the City. Payment for a Contract Modification and/or an adjustment in Contract time will be made after the Contract Modification is executed by the City. Contract Modifications resulting in Contract Price adjustments in excess of five thousand dollars (\$5,000) will require execution by the Mayor, the Comptroller and the Chief Procurement Officer.

E. Contractor's Release:

Except as otherwise agreed by the Commissioner and Chief Procurement Officer, each Contract Modification shall constitute a full release to the City from granting any additional compensation or extension of time arising or resulting from the Contract Modification. The Contract Modification that the Contractor must sign will state, "I hereby certify that I have reviewed and accept the attached modification in its entirety and unless otherwise herein specified do waive and release the City of Chicago from any and all claims or cause of action arising therefrom."

F. Failure to Comply with Order:

The Contractor must promptly proceed with any changes in the Work or Contract time as directed by Field Order in writing, in accordance with Section X.A, with or without the Contract Modification. The Contractor's refusal or failure to proceed promptly with the changed Work as directed will constitute an event of default under the Contract.

G. Change Claims:

1. If the Contractor and the Commissioner are unable to agree upon an adjustment in Contract Price and/or Contract time for changed Work in accordance with Section X.C., which is also approved by the City under Section X.D., the Contractor may make a claim for the changed Work under this Section X.G. ("Change Claim"). The Contractor expressly consents to both the time requirements and notice content requirements for making a Change Claim under this Section X.G. The Contractor acknowledges that the notice requirements set forth in this Section X.G. shall be strictly enforced and agrees that any failure on the part of the Contractor to provide notice strictly in accordance with the requirements of this Section X.G. constitutes a waiver of the Contractor's right to make a Change Claim or to file a dispute to the Chief Procurement Officer under Article XVII. The Contractor further understands and agrees that, notwithstanding any case law decision to the contrary, the notice requirements of this Section X.G. shall not be subject to or diminished by any claim on the part of the Contractor that the City or any person acting on behalf of the City directed the Contractor to make changes in the Work or had actual or constructive knowledge of any changes in the Work. The Contractor further acknowledges that the time requirements and notice content requirements of Section X.G. have the purpose, among others, of allowing the City to evaluate Change Claims contemporaneously with the Work that is the subject of the Change Claim.
2. If the Contractor and Commissioner are unable to agree upon an adjustment in Contract Price and/or Contract time for changed Work in accordance with Section X.C., the Contractor must, within fifteen (15) days of completing the changed Work, provide written notice to the Commissioner, of the amount of money and/or time adjustment sought by the Contractor and the contractual and factual basis for each. The Contractor must designate the document "Notice of Claim".
3. The Commissioner shall, within thirty (30) days from receipt of the Notice of Claim, respond by: requesting a meeting with the Contractor; making a written request for additional information from the Contractor, including but not limited to a general statement of the basis for the Change Claim, the facts underlying the Change Claim, the notice to the Commissioner of the changed Work that gave rise to the Change Claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the Change Claim; taking other action to attempt to resolve the Notice of Claim, and/or advising the Contractor in writing that it should file a Claim under Article XVII, Claims and Disputes. Any steps taken by the Commissioner to resolve the Notice of Claim shall not exceed sixty (60) days from receipt of the Notice of Claim unless the Contractor agrees to an additional amount of time in writing. The Contractor and Commissioner may agree on a proposed adjustment of Contract Price and/or Contract time in resolution of a Notice of Claim, which proposal is subject to approval by the City in a Contract Modification under the requirements of Section X.D.

4. If the Notice of Claim cannot be resolved as provided for in Section X.G.3, the Contractor must follow the requirements of Sections XVII.A, "Claims" and XVII.B, "Disputes".
5. If the Contractor does not follow the procedures set out by Article XVII to file a Claim and/or Dispute, the failure to do so constitutes a waiver of the right to make a Claim or file a Dispute to the Chief Procurement Officer. In the event of Contractor's waiver, the Commissioner may file a Dispute pursuant to Section XVII.B. seeking final decision of the Chief Procurement Officer regarding adjustment in the Contract Price and/or Contract time for the changed Work.

H. City Audit:

All documents, records, books, and accounts, relating to changes in the Work are subject to the audit provisions of Article XII.E.2.

END OF X.

XI. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. Definitions:

"Shop Drawings" are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work. The term "Shop Drawings" as used herein includes, but is not limited to: fabrication, erection, layout and setting drawings; manufacturers' standard drawings; schedules; wiring and control diagrams; and other drawings pertaining to materials, equipment and piping; duct and conduit systems; and methods of construction as may be required to show that the materials, equipment or systems and the position thereof conform to the Contract's requirements. Shop Drawings will establish the actual detail of all manufactured and fabricated items and indicate the proper relation to adjoining Work.

"Product Data" are illustrations, standard schedules, performance charts, instructions, descriptive literature, catalogs and brochures, performance and test data, diagrams and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

"Samples" are physical examples, which illustrate materials, equipment or workmanship and establish standards and measures by which the Work will be accepted. The term Samples as used herein includes materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the specifications and any other samples as may be required by the Commissioner to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics. The various parts of the Work will be in accordance with the reviewed Samples.

"Drawing Submittal" refers to Shop Drawings, Product Data, or Samples and other items as may be required by the Contract Documents.

B. Contractor's Responsibilities and Submittal Procedures:

1. Providing Shop Drawings, Product Data, and Samples is part of the scope of Work under this Contract and will be done at the expense of the Contractor and to the satisfaction of the Commissioner.
2. The Number of Shop Drawings, Product Data, and Samples to be submitted will be determined by the Commissioner and indicated in Section XI.B.12.
3. The Contractor must submit to the Commissioner such Shop Drawings, Product Data, Samples, and other data required for the Work involved under this Contract in accordance with the approved Baseline Schedule and the form designated by the

Commissioner entitled "Index and Schedule for Submission of Shop Drawings and Samples" (hereafter "Index and Schedule").

4. The "Index and Schedule" must be updated with the approved Baseline Schedule or as required by the Commissioner and will include a list of Shop Drawings, Product Data , Samples, and other data to be reviewed, a schedule of proposed Submittal dates, and the date of manufacture, construction or erection. The dates listed in the Index and Schedule will allow sufficient time for review and processing by the Commissioner and review by the Consultants and resubmittal, if necessary, of Shop Drawings or other data before the Shop Drawings and Samples are needed by the Contractor. No extensions of time will be granted to the Contractor because of its failure to have Shop Drawings, Samples and Product Data submitted in ample time to allow for review.
5. The Contractor's submission of all Shop Drawings, Samples and Product Data to the Commissioner for review shall not relieve the Contractor from its responsibility in preparing and submitting proper Shop Drawings, Samples and Product Data in accordance with the Contract Documents. By submitting Shop Drawings, Product Data, and Samples, the Contractor represents that it has determined and verified all materials, field measurements, field conditions and verified quantities related thereto, or will do so, and that it has checked and coordinated the information contained within such submittal with the requirements of the Work and of the Contract Documents.
6. All Drawing Submittals must be transmitted to the Commissioner in compliance with the manual entitled "Procedure for Approval of Shop Drawings, Product Data, Samples and Record Documents" which is incorporated into the Contract.
7. All Drawing Submittals must be transmitted to the Commissioner on the form designated in the manual entitled "Procedure for Approval of Shop Drawings, Product Data, Samples and Record Documents" and must include:
 - a. Project title and number.
 - b. The names of:
 - (1) Contractor
 - (2) Subcontractor
 - (3) Contract Number
 - (4) Supplier
 - (5) Manufacturer
 - (6) Additional pertinent details
 - c. Date and revision dates.
 - d. Identification of product or material.

- e. Relation to adjacent structure or materials.
 - f. Field dimensions, clearly identified as such.
 - g. Specification section number and paragraph.
 - h. Applicable standards, such as ASTM number or Federal Specification.
 - i. A blank space, minimum of 6 inches by 6 inches, for the review stamp.
 - j. Identification of deviations from Contract Documents.
 - k. Other data pertinent to the product or material.
 - l. Contractors stamp of Approval specified in Section XI.B.9.
 - m. Installation location, where applicable.
8. Any Submittal, which in the Commissioner's opinion is not complete and in proper form, will be returned to the Contractor without review. Submittals that are not complete or not in proper form include, but are not limited to, those which are not: clear and legible; collated into sets; complete; free of errors; checked by the Contractor; representative of the actual material or assembly and bearing the Contractor's approval stamp or other mark showing review and approval by the Contractor. The Contractor must not submit as Shop Drawings, duplicates or reproductions of any Contract documents issued by the City.
9. All Shop Drawings, Product Data, and Samples must be examined and coordinated by the Contractor and will be dated and stamped by the Contractor, using the language designated by the Commissioner, indicating that the Submittal has been reviewed and checked prior to submittal and found to be in conformance with the Contract Documents. The Contractor must submit all Shop Drawings, Samples and Product Data to the Commissioner for review with 1) an accompanying transmittal letter which states the Project by title and project number and identifies the Work, material, or product by Specification Section and Article number and 2) the completed form entitled "Shop Drawing Data". The Contractor must coordinate Submittals into logical groups or sets to facilitate review of the several items.
10. No extensions of time will be allowed because of the Contractor's failure to submit Shop Drawings and other Submittals in ample time to allow review, possible rejection, and resubmittal and final review.
11. The Contractor must furnish Shop Drawings, Samples, Product Data and information which permit the Commissioner to identify and review the construction and to

determine whether the Work complies with the requirements of the Contract Documents.

12. The Contractor must submit not less than the following quantities unless a greater number is specified herein or is required in the detailed Technical Specifications or is required by the Commissioner or by the FAA/FHWA:
 - a. Shop Drawings: Submit one (1) original and six (6) copies of Shop Drawings.
 - b. Product Data: Submit one (1) original and six (6) copies of Product Data. One (1) marked up copy will be returned.
 - c. Samples: Submit four (4) Samples.
13. Prior to submitting Shop Drawings, Product Data, or Samples, the Contractor must notify the Commissioner in writing if there are any deviations in the Submittals from the requirements of the Contract. If either deviations from the Contract requirements are rejected by the Commissioner or if evaluation of the deviations delays the progress of Work, any delay caused will not be compensable by a time extension.

C. Review by the Commissioner:

1. Drawing Submittals shall be reviewed by the Commissioner for compliance with the Contract Documents. In reviewing Drawing Submittals, the Commissioner will not verify dimensions and field conditions. Any review will not be construed as a completed check nor will it relieve the Contractor, Subcontractors, manufacturers, fabricators, or suppliers from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents, nor will it relieve the Contractor from responsibility for errors of any sort in Shop Drawings, Samples, and Product Data nor from responsibility for proper fitting of the Work, nor from the necessity of furnishing any Work required by the Contract Documents which may not be indicated on Shop Drawings when reviewed. The Contractor will be solely responsible for any quantities, which may be shown on the Shop Drawings. The Commissioner's review of a specific item will not indicate approval of an assembly of which the item is a component.
2. The Contractor must modify and resubmit Drawing Submittals, as required, until review permitting fabrication is obtained. The Contractor will not fabricate products, begin Work, order or have delivered any material, equipment or systems, which requires a reviewed Submittal, until return of the submittal with a stamp authorizing Work to be done. The stamps are indicated in Section XI.C.3.
3. After review by the Commissioner, the Commissioner shall return a copy of the reproducible Shop Drawings, which will have been stamped by the architect/engineer of

record and/or City O'Hare Modernization Program as follows:

- a. The stamp "A" signifies "No Exceptions". Indicates final action and that no changes need to be made to the submittal. The Contractor may proceed with the work for that Drawing Submittal. Resubmittal is not required.
 - b. The stamp "B" signifies "Exceptions as Noted". This indicates that the Drawing Submittal is accepted subject to corrections and/or comments noted. The Contractor may proceed with the Work for that Submittal provided the Contractor incorporates the reviewer's corrections and/or comments in the Work. Resubmittal is not required.
 - c. The stamp "C" signifies "Revise and Resubmit". This indicates the Drawing Submittal was reviewed and does not meet all the requirements necessary to proceed with the work associated with the Submittal. The Contractor must resubmit in accordance with the reviewer's corrections and/or comments made regarding the Submittal. Drawing Submittals marked in this manner must not be released for fabrication, delivery, or construction.
 - d. The stamp "D" signifies "Rejected". This indicates that the Drawing Submittal does not meet requirements set forth in the Contract Documents. The Contractor must resubmit this work in accordance with the Contract requirements and any corrections and/or comments made regarding the Submittal by the reviewer. Drawing Submittals marked in this manner will not be released for fabrication, delivery, or construction.
 - e. The stamp "N" signifies "No Action Taken". This indicates that the Contractor has met the contractual requirement for providing drawings and calculations for equipment, falsework, shoring, bracing, and other temporary structures or temporary services required for the work, designed, signed, and sealed by an Illinois licensed engineer employed by that Contractor. The Contractor and the licensed engineer employed by that Contractor will be solely responsible for, including but not limited to, the proper implementation, execution, installation, operations, and/or construction procedure or method covered by this Drawing Submittal.
4. If the Shop Drawings require revision, the Contractor must notify the City and all appropriate parties, in writing, that the reviewed set has been withdrawn and the Contractor must submit the substitution set in accordance with the above procedures.
 5. Submittals that are rejected or require revisions must be corrected and resubmitted to the Commissioner to maintain the approved Index and Schedule and Baseline Schedule.

6. Submission and Review of Samples: The Contractor must submit not less than four (4) Samples of materials to the Commissioner for approval as indicated in the Technical Specifications. In case a considerable range of color, graining, texture or other characteristics may be anticipated in finished products, a sufficient number of Samples of the specified materials must be furnished by the Contractor to indicate the full range of such characteristics which will be present in the finished products; and such product delivered or erected without submittal and review of full range Samples will be subject to rejection. All Samples will be properly labeled to indicate type of material submitted, intended use, manufacturer's name, project name, Contractor's name, Subcontractors' and suppliers' names, include an indication of compliance requirements, including FAA/FHWA compliance requirements, and be accompanied with a letter of transmittal containing similar information, together with the specification section number for identification of each item. Each tag or sticker must have clear space for the stamps of the Contractor and Commissioner. Samples must be inspected and reviewed. Notice of the result of the review shall be provided to the Contractor with one of the stamps indicated in Section XI.C.3. Rejected Samples will be returned. Accepted Samples will be retained by the Commissioner and will become the property of the City. Where color samples are required to be submitted, color samples must be submitted on the actual material, which will finally be installed in the Work.
7. Product Data: After review by the Commissioner, one (1) copy of Product Data stamped by the Commissioner as previously described in Section XI.C.3 shall be returned to the Contractor.
8. When reviewed by the Commissioner, Shop Drawings, Samples and Product Data will become a part of the Contract, and the materials and equipment furnished will be in conformity with the same, provided that the review of such Submittal will in no way relieve the Contractor from its responsibility for the proper installation and performance of any material or equipment or from its liability to replace the same should it prove defective.

END OF XI.

XII. PROJECT RECORD DOCUMENTS AND PROJECT ACCOUNT RECORDS

A. "As-Built" Drawings:

1. As the Work progresses, the Contractor and the Subcontractor for each trade or division of Work, under the direction of the Contractor, must keep a complete and accurate record of the following:
 - a. Changes and deviations between the Work as actually installed and the Work as shown on the Contract Drawings and the Shop Drawings.
 - b. The specific locations of piping, valves, ductwork, manholes, handholes, equipment, and other such Work which were not located or changed location from that shown on Contract Drawings.
 - c. Equipment schedules indicating manufacturers' names and model numbers installed.
2. Changes, deviations, and other information must be neatly and correctly recorded in red ink on a clean set of full sized set of Contract Drawings. This record set of Contract Drawings must be kept at the job site for inspection by the Commissioner. Upon completion of the Work, the Contractor must submit one (1) final set of Contract Drawings with changes, deviations or other information marked in red ink to show the as-built conditions of the Project and three (3) copies ("As-Built Drawings") for approval and acceptance by the Commissioner prior to the completion of the Punch List.
 - a. The Contractor must submit half-size red-line as-built drawings for any work related to a FAA facility at the completion of a phase, milestone, or as required for acceptance by the FAA.
3. At the time "As-Built" Drawings are delivered to the Commissioner, the Contractor and each Subcontractor must certify, in writing, that the "As-Built" Drawings are complete and accurate.

B. Instructions, Parts Lists, and Operation and Maintenance Manuals:

1. The Contractor must furnish to the Commissioner one bound copy of operation and maintenance manuals, instructions, specifications relative to the assembly, installation, alignment, placing in operation and maintenance of equipment, systems and construction under this Contract prior to Substantial Completion. Two (2) additional bound copies and two (2) electronic copies, in a format acceptable to the Commissioner, must be furnished to the Commissioner prior to Final Completion.
For all items requiring spare parts and materials, the Contractor must submit five (5) bound copies of a list of required spare parts and materials for each, including

manufacturers product, material, part or re-order numbers, name, address, and telephone numbers of local suppliers and manufacturer's corporate offices.

For any work related to a FAA facility, the Contractor must submit Operation and Maintenance Manuals and Test Results at the completion of a phase or milestone or as required for acceptance by the FAA.

2. The bound copies must be permanently reproduced on paper and will be in addition to any instruction and parts lists attached to the equipment or materials when delivered or submitted in conformance with the Contract Documents

C. Record Shop Drawings:

Record Shop Drawings and Product Data must be submitted for all items reviewed as Shop Drawings, and have a status of "A", "B" or "N". Contractor must provide five (5) copies of all submittals in loose leaf binders. Binders must be divided by Submittal number and contain an index of all items, including Shop Drawings. All Record Documents must be prepared and transmitted to the Commissioner in compliance with the manual entitled "Procedure for Approval of Shop Drawings, Product Data, Samples and Record Documents" which is incorporated into the Contract.

D. Delivery Requirements for Reduction of Retainage:

As a prerequisite to the Punch List completion and prior to the Contractor's application for a reduction of Retainage, from three percent (3%) to one percent (1%) under Section IX.F, and as a condition to its review by the Commissioner, the Contractor must deliver to the Commissioner, in suitable transfer cases clearly marked "Record Documents": the "As-Built Drawings," Record Shop Drawings, Product Data, instructions, parts lists, and operations and maintenance manuals arranged in proper order and indexed.

E. Project Account Records:

1. Project Data and Records:
 - a. All books and accounts kept by the Contractor in connection with the Contract shall be open to the inspection of the Commissioner or the Commissioner's authorized representative and all City of Chicago authorized agencies and their representatives. Promptly following the preparation of periodic payrolls of the Contractor and of each of its Subcontractors, the Contractor must furnish the Commissioner with such number as may be required of certified copies of such payrolls.
 - b. The Contractor and each Subcontractor must also keep an accurate record showing the names and occupation of all laborers, workers and mechanics

employed by them in connection with the Work and showing also the actual hourly wages paid to each of such workers, which record will be open at all reasonable hours to the inspection of the Commissioner and to the Director of Labor (State of Illinois).

- c. The Contractor must at any time, when required by the Commissioner, furnish to the Commissioner a written statement, verified by affidavit, giving the names and addresses of all persons, firms, and corporations who have up to the date thereof provided Work in the performance of the Contract and the amounts due or to become due to said parties.
- d. The Contractor and any Subcontractor must furnish the Commissioner with such information as the Commissioner may require relating to the materials including all information necessary to determine the cost of the Work, such as the number of workers employed, their pay, the distribution of labor into Work item, equipment time distribution and any other information which the Commissioner may require. The Contractor must, on request, furnish the Commissioner with copies of delivery tickets and invoices, in triplicate, covering all expenditures on the Contract.

2. Audits:

- a. The Contractor must maintain, or cause to be maintained, records showing actual time devoted and costs incurred. The Contractor must maintain, or cause to be maintained, its books, records, documents, and other evidence, and adopt, or cause to be adopted, accounting procedures and practices sufficient to reflect properly all costs of whatever nature, claimed to have been incurred and anticipated to be incurred for or in connection with the Project for five (5) years after the date of Final Completion of the Project. This system of accounting will be in accordance with generally accepted accounting principles and practices, consistently applied throughout.
- b. The Contractor must furnish, or cause to be furnished; to the Commissioner such information as may be requested relative to the progress, execution, and cost of the Project. All books and accounts in connection with the Project must be open to inspection by authorized representatives of the City. The Contractor must make these records available, or cause them to be made available, at reasonable times during the performance of the Work under this Contract and will retain them in a safe place and must make them available for inspection for at least five (5) years after the date of Final Completion of the Project. No provision in this Contract granting the City right of access to records and documents is intended to impair, limit, or affect any right of access to such records and documents, which the City would have had in the absence of such provisions.

- c. The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five (5) years after the date of Final Completion of the Project in connection with the goods, Work, or services provided under this Contract. If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:
- (1) If the audit has revealed overcharges to the City representing less than five percent (5%) of the total Project Price, including any Contract Modifications, then the Contractor must reimburse the City for fifty percent (50%) of the cost of the audit.
 - (2) If, however, the audit has revealed overcharges to the City representing five percent (5%) or more of the total Project Price, including any Contract Modifications, then Contractor must reimburse the City for full cost of the audit.

Failure of Contractor to reimburse the City in accordance with (1) or (2) above is an event of default under this Contract, and Contractor will be liable for all the City's cost of collection, including any court costs and attorneys' fees.

- d. The Contractor agrees to provide the Federal Aviation Administration or the Federal Highway Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions.
3. Confidentiality: All of the reports, information, or data, prepared or assembled by or provided to the Contractor under this Contract are confidential and the Contractor agrees that, except as specifically authorized herein or as may be required by law, neither it or its subcontractors must make available said reports, information, or data, to any other individual or organization, without the prior approval of the Commissioner.

F. Electronic Records:

Upon request by the Commissioner, Contractor shall provide the City electronic versions of any hard-copy record documents that the Contractor is required to prepare by the Contract.

END OF XII.

XIII. TESTING AND INSPECTION

A. General Inspection for Facilities Construction Performed by Contractor:

1. All materials and equipment and each part or detail of the Work is subject at all times to inspection and testing by the Commissioner or a consultant engaged by the City to perform such inspections and testing (collectively, "City Inspector") and approval by the Commissioner. The Contractor will be held strictly liable for performance that complies with the express requirements and the intent of the Contract Documents in regard to quality of materials, workmanship and the diligent execution of the Contract. Such inspection may include mill, plant, shop, and field inspection. The City Inspector must be allowed access to all parts of the Work and must be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection. The City Inspector has the right to photograph or otherwise visually record Work in progress.
2. All inspections and tests performed by the City Inspector are to verify that the materials being furnished by the Contractor meet the Contract requirements and will be used as the basis for Pay Estimates. Payment will not be made for uninspected, untested or otherwise unauthorized use of materials incorporated into the Work. The Contractor, at its own expense, may perform or have others perform similar inspections and tests for the sole purpose of maintaining the quality control of the material being inspected.
3. Material and equipment inspection must be performed as hereinafter specified in the Section XIII.B, "Materials and Equipment Testing and Inspection".
4. The Contractor must remove or uncover such portions of the finished Work as the Commissioner may direct before the final acceptance of the same to allow examination by a City Inspector. After the examination, the Contractor must restore said portion of the Work to the standard required by the Contract Documents. If the Work thus exposed or examined proves acceptable, the expenses of uncovering or removing and the replacing of the parts removed shall be paid for as changed Work, unless otherwise provided in the Contract Documents, but, if the Work so exposed or examined is unacceptable, the expense of uncovering or removing and the replacing of the same in accordance with the Contract Documents shall be borne by the Contractor.
5. Except as may be otherwise specified in other sections of the Contract Documents, a City Inspector will make inspection of all Work included in the Contract as soon as practicable after notification by the Contractor as provided in Section IX.F. that the Work is substantially completed and ready for inspection. If the Work is not acceptable to the Commissioner at the time of such inspection, the Commissioner will inform the Contractor as to the particular defects to be remedied before the Project will be determined to be substantially complete.

6. When the Contract includes Work for which the Federal Government is to pay a portion of the cost thereof, such Work shall also be subject to the inspection and approval by the representatives of the Federal Government, but such inspection and approval will in no sense make the Federal Government a party to the Contract.
7. When the Contract includes Work that will ultimately be owned and/or maintained by a specific outside agency or other third party, such Work shall also be subject to the inspection by the representatives of the outside agency or third party, but such inspection will in no sense make the outside agency or third party a party to the Contract.

B. Materials and Equipment Testing and Inspection:

1. As stated in Section XIII.A "General Inspection", all materials and equipment may be inspected and tested by a City Inspector. For materials which are not an integral part of equipment and for which Samples can be submitted, the Contractor must give sufficient advance notice of placing orders to permit inspection and tests to be completed before the materials are incorporated into the Work and must afford such facilities as the City Inspector may require for collecting and forwarding Samples and making inspections and tests. All Samples must be furnished without charge. The Contractor must not make use of or incorporate into the Work the materials represented by the Samples until tests have been made and the materials found to be in accordance with the requirements of the Contract Documents.
2. The Contractor must notify the Commissioner that materials and/or equipment have been delivered to the job site and inspected by the Contractor, by submitting a "Request for Inspection of Material" form. The Commissioner shall inspect the material and/or equipment and make a recommendation as to conformance to the requirements of the Contract Documents prior to its incorporation into the Work.
3. For materials that are an integral part of standard production machinery or equipment or of parts of machinery or equipment normally stocked by the Contractor or Subcontractor, the Contractor may furnish copies of certified tests made at the time of production.
4. In addition to on-site inspection and testing, the City Inspector shall have free entry, at all times while Work is being performed, to all parts of a manufacturer's works that concern the manufacture of material or equipment specially ordered for the Project. The City Inspector shall be permitted to examine all components and subassemblies. Assemblies and parts must be numbered for identification. The Contractor (or manufacturer) must provide the City Inspector with a detailed production schedule prior to the first inspection. After a study of the production schedule, the City Inspector may inform the Contractor (or manufacturer) of concerns regarding its methods, extent of inspection and facilities. The Contractor (or manufacturer) will afford the City Inspector,

- without charge, all reasonable facilities to provide satisfactory evidence that the material or equipment is being furnished in accordance with the Contract Documents. All tests and inspection shall be made at the place of manufacture prior to shipment and at the Contractor's or manufacturer's expense.
5. The General Provisions may include the cost of travel and living expenses for a specific number of City employees and/or other persons for a specific test. The travel and living expenses for any additional City employees or additional person(s) will not be a cost to the Contractor. The manufacturer or Contractor will furnish a certification of the ordered tests after completion. The Commissioner reserves the right to reinspect all materials or equipment, which have been inspected and accepted at the place of manufacture or source of supply, after they have been delivered to the site and to reject any which do not meet with the requirements of the Contract Documents.
 6. If the preparation of the material or equipment is at far distant or inaccessible location, or if it is divided into unreasonably small quantities or widely distributed to an unreasonable extent, or if the percentage of rejected material is unreasonably large, or if the Contractor's production schedule and arrangements for test and calibration is such that the cost of inspection by the City is unreasonably high, the additional cost of extra inspection resulting from any of the foregoing must be borne by the Contractor. The Commissioner shall be the sole judge of what is to be deemed extra inspection. If the City Inspector is a City employee, the actual travel expenses of the City Inspector, limited to the applicable amounts set forth in the City's travel reimbursement guidelines, must be included in the additional cost of extra inspection paid by the Contractor. If the City Inspector is not a City employee, the City Inspector's travel expense reimbursement stated in the City's contract with the City Inspector, limited to the applicable amount set out in the City's travel reimbursement guidelines, must be included in the additional cost of extra inspection and paid by the Contractor.
 7. Unless otherwise provided, all materials will be sampled and tested in accordance with the latest published standard methods of the American Society for Testing and Materials and revisions thereof, where such standard methods exist. In case there are no ASTM standards, which apply, applicable standard methods of other recognized standardizing agencies will be used. In all cases, the standard methods and revisions thereof that will be used are those in effect on the date of the invitation for bids.
 8. For any material not covered by the designated specifications of some designated society, association, institute or governmental authority, appropriate methods of testing and inspection to be designated by the Commissioner will be followed.

END OF XIII.

XIV. SAFETY AND ENVIRONMENT

A. Protection of Persons and Property:

1. Protection of FAA Facilities:
 - a. The Contractor's operations such as trenching, jacking of pipe or casing, excavation for pavements or structures, site grading and vehicular traffic may occur over, around and under FAA facilities, such as equipment houses, direct buried cables and duct banks. These facilities are critical to the operation of the air traffic control functions at the Airport and all possible steps must be taken to identify, protect and prevent damage to such utilities and to ensure their integrity throughout the period of construction activity.
 - b. The Contractor must notify the Commissioner at least seventy-two (72) hours prior to any excavation in the vicinity of FAA cables or ducts. The Commissioner in turn will contact an FAA representative at the FAA O'Hare National Airspace System [(773) 601-7632] to arrange for a joint walking tour with cable location equipment to identify precisely such cables and locations in order to assure the preservation of their vital functions during construction. It is impossible to over-stress the importance and priority involved in the maintenance of the FAA facilities on the Airport.
 - c. In order to access FAA facilities, the Contractor must notify the Commissioner at least five (5) business days prior to the date requested for access.
2. Protection of Persons and Property in Areas of the O'Hare Airport Transit System (ORD-ATS):
 - a. The following rules govern Work and other activities performed within or near the ORD-ATS right of way ("ROW Envelope," as defined herein). These rules are intended to protect the lives and safety of persons and to prevent property damage. The rules are applicable at all times. It is the obligation of any person working or performing activities, or directing the activities of others, within or near the ORD-ATS to ensure compliance with these rules. These rules represent the minimum requirements. Additional care should be exercised if circumstances warrant.
 - b. General Information:
 - (1) The ORD-ATS guideway (track area) is primarily elevated, but it is at-grade in some areas of the Airport. The plans, which will be provided by the Commissioner, illustrate the location of the guideway structure. The plans also indicate the location of the traction power, facility power, and

other facilities, which serve the ORD-ATS.

- (2) ORD-ATS vehicles are designed to operate without personnel (motorman or conductors) on-board. Vehicles are controlled from the ORD-ATS Maintenance Building. The number of vehicles operating at the same time on the ORD-ATS may vary according to the time of day. Vehicles may operate individually (single car) or jointly (as many as three cars). Vehicles may travel up to fifty (50) miles an hour at various points along the route, and may change direction without notice or warning. Vehicles may stop at any time without notice or warning.
- (3) The schedule for ORD-ATS service may vary according to the time of day, with peak service expected between 1400 hours and 2000 hours. Vehicles may operate seven (7) days a week, twenty-four (24) hours a day, with 750-volt direct current electrical power ("v.d.c.") to the guideway on at all times. Intervals between vehicles may be as short as 90 seconds, or as long as five to seven minutes.
- (4) The ORD-ATS is powered by 750 v.d.c. electricity through its guideway. Any direct or indirect contact (touching or placement of conducting materials in contact with or near these rails) can result in death or severe injury.
- (5) The clearances required to preserve the integrity of the ROW Envelope will be maintained at all times, unless specifically permitted in writing by the City. The horizontal component of the ROW Envelope is depicted on plans, which will be provided by the Commissioner. The actual width of the horizontal ROW Envelope may vary at different locations. Regardless of the actual width, however, Work and other activities are prohibited within 2 horizontal feet from the vertical end of the tie (track support) face, unless specifically permitted in writing by the City. Work and other activities are prohibited within five (5) feet from the edge of the slab along the at-grade portions of the ORD-ATS, unless specifically permitted in writing by the City. The vertical component of the ROW requires a minimum vertical clearance over the guideway of thirteen (13) feet, six (6) inches. Underneath the elevated structure, Work and other activities are prohibited within two (2) feet of the bottom flange of the steel girder, unless specifically permitted in writing by the City. The minimum vertical clearance underneath the elevated structure when it crosses paved surfaces (roadways) is fourteen (14) feet, six (6) inches, and may be lower in some specific paved areas (not designated roadways), and at unpaved locations.

c. Rules:

- (1) All persons who perform Work or other activities near or within the ROW Envelope must exercise the highest standard of care so as not to cause injury to themselves, passengers, contractors or their employees, or others; interference with the operations of or property damage to the ORD-ATS; or other property damage.
- (2) Persons performing Work or other activities near the ROW Envelope must exercise the highest standard of care so as to avoid entry on or within the ROW Envelope. Such entry has the potential to cause injury or death to themselves, passengers, contractors and their employees, or others; interference with the operations of or property damage to the ORD-ATS; or other property damage.
- (3) Entry on or within the ROW Envelope is prohibited, unless specifically permitted in writing and, then, only in the manner and at the times and locations permitted in writing by the Commissioner. Work and other activities within the ROW Envelope will not proceed without the express written authorization of the City. Contractor shall comply with the terms of this section in obtaining the proper authorization to perform portions of the Work within the ROW Envelope. In no event will the City be liable or responsible for any damages for delays or other claims arising in connection with the obtaining of such authorization.
- (4) No less than thirty (30) days prior to the start of any Work or other activities near (within 10 feet) or within the ROW Envelope, a written operations plan must be prepared in writing and provided to the Commissioner for their review. Representatives of the City will meet with the involved parties within ten (10) business days of receipt of the plan to discuss any changes, which may be required. At a minimum, the plan will include the following:
 - (a) The Work or other activities to be performed; the equipment to be used; and the number of personnel or others involved.
 - (b) The schedule and proposed hours for Work or other activities to be within or near the ROW Envelope.
 - (c) Any sequential staging of the Work or other activities near or within the ROW Envelope.
 - (d) Drawings depicting haul roads, storage sites, barricades, or temporary structures to be located near or within the ROW

Envelope.

- (e) A description of measures to be taken to preserve the integrity of the ROW Envelope, and prevent interference with ORD-ATS operations or violations of these rules.
- (f) Any other matters which may affect the ORD-ATS.

The Commissioner must be notified again, in writing, no more than seventy-two (72) hours in advance of the start of Work or other activities to be performed near or within the ROW Envelope.

- (5) All Work or other activities within or near the ROW Envelope must be conducted, on dates designated by the Commissioner, between the hours of 0000 (12:00 a.m.) and 0500 (5:00 a.m.). No other times will be available except with the express written permission of the Commissioner. No Work or other activities, which would inhibit normal ORD-ATS service will be permitted within the ROW Envelope during peak service hours, unless otherwise permitted in writing by the City.
- (6) Prior to the start of any Work or other activities within or near the ROW Envelope, any persons who may be on-site, including the Contractor, field personnel and supervisors, must attend safety classes held by the City. The persons requiring such classes will be responsible for the cost. A cost estimate will be provided upon written request.
- (7) The persons responsible for the Work or other activities to be performed near or within the ROW Envelope must pay any costs, which the City may incur in connection with such Work and other activities, including without limitation costs associated with providing flagmen, or construction inspectors. A cost estimate will be provided upon written request.
- (8) Power to the guideway may be disconnected, by the City, for short periods of time, when deemed permissible by the City, in its sole discretion, to allow Work or other activities to be performed near or within the ROW Envelope. Arrangements for disconnection of power must be made with the Commissioner. City personnel assigned to this task will be identified. Only City personnel assigned to this task are authorized to disconnect power. No Work or other activities will proceed until such time as the identified City personnel indicate that the power has been disconnected.
- (9) Work and other activities near or within the ROW Envelope must not cause damage, settlement, or displacement of any structures,

equipment, track, or any other portion of the ORD-ATS, unless intended as part of the Contractor's Work. In the event of any damage, settlement or displacement of the equipment, structures, track, or any other portion of the ORD-ATS, all Work and other activities must be immediately suspended and the Commissioner promptly notified. The City may decide, in its sole discretion, what measures are needed to repair any damage to the ORD-ATS, and may order such repairs to be done by City personnel, by others hired by the City, or by the person responsible for damage. Regardless of who performs the repairs, the person responsible for the Work or other activities that caused the damage must bear the cost of repair and service disruption.

- (10) If the Commissioner deems, in his or her absolute discretion, the Work or other activities being performed near or within the ROW Envelope to be hazardous to the operations or safety of the ORD-ATS or its passengers, he or she may immediately order the suspension of such Work or other activities, and may revoke any and all authorizations to be near or within the ROW Envelope. Such order and revocation may be verbal in an emergency, with written notice to follow as soon as practicable. Such Work and other activities will immediately cease and will not be recommenced until a new authorization is received from the City. In no event will the City be liable or responsible for any damages for delay or other claims in connection with such revocation, except as otherwise set forth in this Contract.
- (11) The City reserves the right to perform Work within the ROW Envelope, at any time, and without prior notice. Work and other activities of the Contractor to be conducted near or within the ROW Envelope, which may, in the City's sole opinion, interfere with the City's Work, will be suspended, upon written notice by the Commissioner, until such time as the City indicates. In no event will the City be liable or responsible for any damages for delay or other claims arising in connection with such suspension, except as otherwise set forth in this Contract.
- (12) The City reserves the right to issue new rules as may be needed, in the City's sole opinion, from time to time, in connection with Work or other activities being conducted near the ORD-ATS, or near or within the ROW Envelope, and such rules will be effective as of the date of issuance.

3. Protection of Existing Structures and Property:

- a. The Contractor must avoid damage, as a result of its operations, to trees, plant life, existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of other contractors and the property of the City, the FAA

and others and will at its own expense repair any damage thereto caused by its operations.

- b. The Contractor must be responsible for loss or damage by fire or theft of equipment, material, or other property of the O'Hare Modernization Program, the Department of Aviation, or the City of Chicago incurred while such equipment, material or other property is located in any field office or on the site of the Work. The Contractor must repair or replace any such equipment, material or other property so lost or damaged, to the satisfaction of the Commissioner, as applicable, at no additional cost to the City.
- c. The Contractor must familiarize itself with the requirements of local and state laws applicable to underpinning, shoring and other Work affecting adjoining property and wherever required by law the Contractor will shore-up, brace, underpin, secure, and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the Work.
- d. The Contractor is responsible for the giving of any and all required notices to any adjacent or adjoining property owner or other party and such notice or notices must be served in sufficient time as not to delay the progress of the Work.
- e. The Contractor must indemnify, save and keep the City harmless from any damages on account of settlements or the loss of lateral support of adjacent or adjoining property and from all loss or expense and all damages for which the City may become liable in consequence of such injury or damage to adjacent and adjoining structures and their premises, provided that such injury or damages arise out of or are in any way connected with the Contractor's negligent performance or non-performance of this Contract or any error or omission or negligent or willfully wrongful act of the Contractor or any person employed by the Contractor or any Subcontractor or consultant retained by the Contractor in connection with this Contract. The provisions of the foregoing paragraph will include also and apply to any liabilities and duties placed upon the City of Chicago as Owner or occupant of the property on which the improvements provided for herein are to be constructed, by the provisions of an Act entitled "An Act to prescribe the duty of an owner or occupant of lands upon which excavations are made in reference to the furnishing of lateral and subjacent support to adjoining lands and structures thereon". See 765 ILCS 140/1 et seq.

4. Protection of Utilities:

- a. The Contractor must determine the locations of all utilities in the vicinity of the site of the Work and will take suitable care to protect and prevent damage to

such utilities from its operations under this Contract.

- (1) The O'Hare International Airport Underground Construction Notification document, also known as the "Dig Book" must be prepared and submitted a minimum of twenty-one (21) Calendar Days prior to the commencement of any excavation and/or utility work. The Contractor cannot perform any excavation or work around existing utilities without receiving a fully executed Dig Book. The Contractor must participate with the Commissioner in the preparation of the Dig Book.
 - (2) Contractor must include in the Baseline, Monthly Update and Two-Week Look Ahead Schedules a predecessor milestone and task to represent the submittal and execution of the Underground Construction Notification form for each activity associated with excavation and utility work. The milestone denotes the submittal of the form to the weekly Short Term Operational Planning Meeting (S.T.O.P.) which is held every Monday. The task denotes the twenty-one (21) calendar day form approval period.
- b. When performing Work adjacent to existing sewers, drains, water and gas lines, electric or telephone or telegraph conduits or cables, poles lines or poles, or other utility equipment or structures, which are located outside of the neat lines of the excavations to be made or of the structures to be constructed under this Contract and which are to remain in operation, the Contractor must preserve and maintain such utility equipment, structures and utility marking posts in place at its own expense and will co-operate with the City department, utility company or other party owning or operating such utility equipment or structures in the maintenance thereof.
 - c. The Contractor is responsible for and must repair all damage to any such utility, equipment or structures caused by its acts, whether negligent or otherwise, or its omission to act, whether negligent or otherwise and will leave such utility, equipment or structures in as good condition as they were in prior to the commencement of its operations under this Contract. However, it is hereby agreed that any such utility equipment or structures damaged as a result of any act, or omission to act, of the Contractor may, at the option of the City department, utility company, or other party owning or operating such utility, equipment or structures damaged, be repaired by such City department, utility company, or other party and in such event the cost of such repairs will be borne by the Contractor.
5. Protection of Streets, Alleys, and Public Grounds:
- a. If in the prosecution of the Work it is necessary to excavate, use or occupy any street, alley, or public grounds of the City, the Contractor must erect and

maintain such barriers and, during the night time, such lights as will effectually prevent the happening of any accidents or damage to life, limb or property in consequence of such excavation, use or occupation of such street, alley, or public grounds.

- b. The Contractor will be liable for all damages occasioned by the excavation, use or occupation of any street, alley, or public grounds, or by the carelessness of the Contractor, its agents, employees, or workers and will indemnify the City against all judgments rendered against it by reason thereof.
- c. If the City is sued solely for such neglect, a judgment rendered against it will be conclusive evidence (1) of the negligence of the Contractor as aforesaid and (2) the amount of such damages recoverable from the Contractor by reason thereof. In the defense of such action, the Contractor, upon notice, agrees to cooperate with the City to the fullest extent in furnishing evidence bearing on the charges therein made.

6. Protection of Existing Trees in the Right of Way:

- a. It is the responsibility of the Contractor to protect all trees from damage at the construction site. Any damage to trees resulting from a construction project, as determined by the Commissioner, will be repaired or replaced at the Contractor's expense.
- b. The Contractor will be required to replace any permanently damaged tree with a new tree of the same type and said new tree will have a trunk with a minimum one and one-half (1-1/2) inch diameter.
- c. The protection of trees will include bridging, tunneling, drawing, drilling or boring underneath existing trees. The surface area directly adjacent to the tree trunk will not be disturbed under the following guidelines:
 - (1) Less than 5 inches DBH trees - 2-foot radius of the tree trunk with a minimum of 3-foot depth.
 - (2) 5 inches to 20 inches DBH trees - 5-foot radius of the tree trunk with a minimum of 3-foot depth.
 - (3) Over 20 inches DBH trees - 7-foot radius of the tree trunk with a minimum of 3-foot depth.
 - (4) When bridging, tunneling, drawings, drilling or boring underneath existing trees; said Work will be accomplished directly beneath the center of the tree trunk.

B. Health and Safety:

1. Project Health and Safety:

- a. Contractor has sole and complete responsibility for development and implementation of a site specific safety program. The Contractor's safety program must, at a minimum, meet the requirements of the "Chicago Airport Systems Construction Safety Manual" and the requirements of SP Section 6.4.1.5, which is incorporated by reference and made a part of this Contract, as well as the requirements of any safety manual adopted by the OMP. The Contractor must develop a site-specific safety program that must include the Work of all the Contractor's Subcontractors. The Contractor's safety program must be submitted to the Commissioner for review and approval at least thirty (30) days before the start of the Work.
- b. The Contractor shall designate a safety representative for the project. This person shall be present whenever work is being performed at the site or at any staging area on the Airport property. The safety representative shall have the project safety responsibilities as his or her exclusive responsibility and not have any other responsibilities regarding this project. The safety representative must have the authority and the experience level to fulfill the duties stated in the "Chicago Airport Systems Construction Safety Manual".
- c. Although the Commissioner and/or his or her representatives will observe construction and give the Contractor opinions and suggestions about safety defects and deficiencies, the Commissioner and/or his or her representatives will not be responsible for any unsafe working conditions. The Commissioner's and/or his or her representative's suggestions on safety will in no way relieve the Contractor of its responsibility for safety on the project. The Contractor has sole responsibility for safety.
- d. The Contractor must comply with the requirements of Regulations 29 CFR Part 1926 (Originally CFR Part 1518) - Safety and Health Regulations for Construction of the Williams-Steiger Occupational Safety and Health Act of 1970 (Federal, OSHA). Copies may be obtained from the Regional Administrator of the Department of Labor, Federal Office Building, and Chicago, Illinois. The Contractor's attention is directed to the "Health and Safety Act" of the State of Illinois. The rules pursuant to this Act are on file with the Secretary of State of Illinois and are identical in every respect with the standards in effect under the Federal, OSHA, and law, pursuant to orders of the Illinois Industrial Commission. The Federal and State standards require that the Contractor provide reasonable protection to the lives, health, and safety of all persons employed under the Contract. Such act and rules and the applicable parts thereof will be considered

as part of these specifications.

- e. The Contractor must comply with all local safety laws including, but not limited to, blasting or use of explosives, and those set forth in Title 15 of the Municipal Code of Chicago, Ch. 15-4, Art.5, and Ch. 15-20, Art.1.
 - f. The Contractor must take any precautions that may be necessary to render all portions of the Work secure in every respect or to decrease the liability of accidents from any cause, or to avoid contingencies which are liable to delay the completion of the Work. The Contractor will furnish and install, subject to the approval of the Commissioner, all necessary facilities to provide safe means of access to all points where Work is being performed and make all necessary provisions to insure the safety of workers and of engineers and inspectors during the performance of said Work.
 - g. The Contractor must keep on the site of the Work, completely equipped first aid kits readily accessible at all times. The Contractor will designate a person on each shift, acceptable to the Commissioner, to be in charge of first aid and will cause such person to receive proper instructions therein.
 - h. The Contractor must furnish and place, in all buildings connected with the Work, a sufficient number of fire extinguishers, of a type and capacity approved by the Illinois Inspection and Rating Bureau.
 - i. Only such materials and equipment as are necessary for the construction of the Work under this Contract, as determined by the Commissioner, will be placed, stored or allowed to occupy any such space at the site of the Work. If gasoline, flammable oils, or other highly combustible materials must be stored at the site, they will be stored in approved safety containers and placed where directed by the Commissioner.
 - j. Contractor's employees must participate in a drug and alcohol screening prior to beginning their assignments. Employees must also sign the Drug and Alcohol Testing Consent form in the OCIP Manual prior to their assignment. Test results and consent forms must be provided to the Commissioner before the employee's assignment.
2. Fire Protection: Fire protection must comply with all fire regulations and with all specific regulations of the Commissioner and other City officials who have jurisdiction, and will include the following:
- a. An ample number of suitable, fully charged fire extinguishers will be provided as approved. Also provide water type fire extinguishers for combustible materials in case of fire prior to daily removal of debris from the site.

- b. All tarpaulins or other protective coverings will be of approved flame retardant material.
- c. Not more than one (1) day's supply of flammable liquid including oil, gasoline, paint or solvent will be brought to the site at any one time. All 110 degree F., or below, flash point liquids will be confined to "U.L." approved safety cans. No open fires of any type will be permitted.
- d. The Contractor must prohibit all lighting of fires about the premises and all smoking in restricted areas where posted with "NO SMOKING" signs and must use due diligence to see that such prohibition is enforced. "NO SMOKING" signs must be furnished and posted by the Contractor. Smoking is prohibited everywhere on the AOA.
- e. No debris or waste materials, including hazardous materials, will be burned at the construction site.
- f. During construction, all cutting or welding operations will be carried out with all precautions taken to prevent fires resulting from sparks or hot slag. Extreme care will be exercised to determine that such sparks or embers do not fall into any combustible materials, even if such material is stored on lower floors. Sheet metal windscreens will be provided around the lead-melting furnaces whether building is enclosed or not. Portable fire extinguishers will be provided at and below all locations where cutting or welding or melting operations are being performed or, if such operations are extensive, a hose from the stand pipe system or fire hydrant will be placed nearby.
- g. All combustible material, including but not limited to, wood, crates, excelsior paper, rags or flammable solvents will not be allowed to accumulate, but will be removed to a safe location and disposed of immediately after they have served their purpose.
- h. If there is a concentration of gas vapors suspected at the Project site, the Contractor will be responsible for clearing the area and notifying the Commissioner and the gas utility company. All operations in the area will be suspended until the source of such vapors has been located and corrected.
- i. The Contractor will arrange for the installation of necessary fire protection lines and equipment as required by the Chicago Fire Department and as necessary to properly protect the building under construction. Permanent fire protection facilities may be used for this purpose as soon as they are installed, tested, and approved for use by the Commissioner in writing for temporary use.

- j. Salamander heaters or similar forms of uncontrolled heaters will not be used except with the special written permission of the Commissioner and City fire marshal and then only when each salamander is maintained under constant supervision.
3. Environmental Compliance: As provided in Section C. below, in performing the Work under the Contract, the Contractor must comply with all Environmental Laws, including but not limited to those relating to preventing pollution of air, water, soil, and groundwater due to its construction and other operations, must eliminate excessive noise, and must otherwise conduct its operations in a manner protective of public health and safety. If the Contractor causes the release or threatened release of Hazardous Materials into the air, soil, water, or groundwater at the airport or exacerbates any existing environmental condition at the Airport, the removal of such Hazardous Materials and the remediation of any contamination must be performed in the manner and time frame determined by the Commissioner, and by applicable Environmental Laws, at the Contractor's sole expense.
4. Clean Up:
- a. During the construction, the Contractor must keep the site of the Work and adjacent premises as free from material, debris, and rubbish as is practicable and when directed, will immediately remove same entirely when, in the opinion of the Commissioner, such material, debris, or rubbish constitutes a nuisance, a safety hazard, or is objectionable in any way to the public. Haul roads, streets, and public areas will be swept daily, unless otherwise provided in the Special Provisions.
 - b. Contractor is solely responsible for and will assume all liability associated with off-site disposal of Hazardous Materials at a properly permitted disposal facility generated as a result of Contractor's construction activities.
 - c. Before Final Completion of the Work, the Contractor must remove from the site of the Work and adjacent premises all machinery, equipment, surplus materials, falsework, excavated and useless materials, rubbish, temporary buildings, barricades and signs and will restore the site to the same general conditions that existed prior to the commencement of its operations. The cost of final cleaning up will not be paid for under any specific scheduled item but will be included in the prices bid for the various items or included in the Contract lump sum price, as the case may be.
 - d. The Contractor must clean off all cement streaks or drippings, paint smears or drippings, rust stains, oil, grease, dirt and any other foreign materials deposited or accumulated on any portion of its Work, or existing Work, due to its operations.

5. Snow and Ice Removal: Contractor must remove snow and ice which may impair progress of Work, be detrimental to workers, or impair trucking to and from point of delivery at job site, all subject to no interference whatsoever to aircraft, to other operations at the airport and subject to whatever directions the Commissioner may give to the Contractor.
6. Glass Breakage: All glass broken or damaged during construction will be replaced by the Contractor or Subcontractor responsible for the breakage or damage. In the event responsibility cannot be determined, the Contractor will make all such replacements without additional cost to the City.
7. Sanitation:
 - a. The Contractor must enforce among its employees such regulations in regard to cleanliness and the disposal of garbage and wastes including Hazardous Materials as will conduce to their health and tend to prevent the inception and spread of contagious and infectious disease among them and will provide an ample supply of suitable, pure drinking water and will take such means as the Commissioner may direct to effectively prevent the creation of a nuisance on any part of the site of the Work or adjacent streets or property.
 - b. Necessary sanitary conveniences for the use of the laborers on the Work, properly secluded from public observation, will be constructed and maintained by the Contractor in such manner and at such points as will be approved and their use will be strictly enforced. Whenever manholes have been used for sanitary purposes, they will be thoroughly flushed and cleaned when no longer needed.
 - c. The manner of disposing of waste will be such that all waste is legally disposed of at properly permitted facilities without creating a public nuisance or health hazard and in accordance with EPA, Illinois EPA and Illinois Department of Public Health Circular No. 815 or Educational Health Circular No. 4.001 and the City of Chicago Municipal Code.
 - d. The Contractor must also comply with all rules and regulations of the Federal and State Governments and Chicago Health Department.
8. Public Convenience: The Contractor will be held responsible for all damage or injury, even though barricades, signs, lights, reflectors and flagmen are furnished as herein specified:
 - a. All hauling and operations of equipment and all other necessary operations under this Contract must be so conducted as to cause a minimum of noise,

vibration and inconvenience to the normal activities of the occupants of property and buildings in the vicinity of the Work. Whenever the Commissioner determines that any type of operation constitutes a nuisance, the Contractor must, immediately, proceed to conduct its operations in an approved manner.

- b. The Contractor must, at all times, conduct the Work in such a manner as to insure the least obstruction to vehicular and pedestrian traffic. Normal vehicular and pedestrian traffic on all adjacent streets, bridges, overpass structures and ramps will be maintained at all times during the performance of the Work under this Contract. Whenever such obstruction or interference is unavoidable, attention is called to the necessity of obtaining permits from the appropriate municipal or public agency before proceeding with the Work. Wherever necessary, the Contractor, at its expense, must provide all temporary facilities that may be required to maintain vehicular and pedestrian traffic and access to all property.
- c. Whenever any part of a street is obstructed or closed to traffic, the Contractor must provide, erect, and maintain at its own cost and expense all of the approved barricades, signs, lights and reflectors necessary to provide safe and convenient public travel. The Contractor must also provide, at its expense, any flagmen that may be required for warning and directing traffic.
- d. The Commissioner may at any time require additional provisions if such are deemed necessary for public safety or convenience.

C. Compliance with Environmental Laws:

- 1. The Contractor must comply with all Environmental Laws ,including without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses or injuries resulting from the release or threatened release of Hazardous Materials, special wastes or other contaminants into the environment and to the generation, use, storage, contaminants into the environment and to the generation, use, storage, transportation, or illegal disposal of solid wastes, Hazardous Materials, special wastes or other contaminants including, without limitation, the Comprehensive Environmental Response and Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Material Transportation Act (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f), the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.), the Illinois Environmental Protection Act (Ill. Rev. Stat. Ch. 415 ILCS 5/1 through 5/56.6), and the Municipal Code of Chicago, each as amended or supplemented, and any analogous future or present local, state or Federal statutes,

rules and regulations promulgated thereunder or pursuant thereto, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order or directive regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials or by Federal government, any state or any political subdivision thereof, or any agency, court or body of the Federal government, any state or any political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions.

2. If any Environmental Laws require the Contractor to file any notice or report of a release or threatened release of Hazardous Materials or special wastes on, under or about any premises used by Contractor to perform the services required hereunder, the Contractor must provide a copy of such report or notice to the Commissioner. In the event of a release or threatened release of Hazardous Materials, special waste or other contaminants into the environment or in the event any claim, demand, action or notice is made against the Contractor regarding the Contractor's failure or alleged failure to comply with any Environmental Law, the Contractor will immediately notify the Commissioner, and the City's Corporation Counsel in writing and will provide them with copies of any written claims, demands, notices or actions so made.
3. If the Contractor fails to comply with any Environmental Law, the City may terminate this contract in accordance with the default provisions of this contract.
4. For purposes of this provision, the following definitions will apply:

"Hazardous Materials" means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCB's), chlorofluorocarbon (CFC) refrigerator gas, petroleum or crude oil or any fraction thereof, natural gas, source material, special nuclear materials; and by product materials regulated under the Atomic Energy Act (42 U.S.C. § 2011, et seq.) pesticides regulated under the Federal Insecticide Fungicide and Rodenticide Act (7 U.S.C. § 136, et seq.), and any hazardous waste, toxic or dangerous substance or related material, including any material defined or treated as "hazardous substance", "hazardous waste", "toxic substance", or contaminant (or comparable term) under any Environmental Law.

"Special Wastes" means those substances as defined in 415 ILCS 5/3.45, and as further referred to in Section 809.13 of 35 Illinois Code, Subtitle G. Ch. 1.

D. Environmental Permits:

1. The Contractor must show evidence of, and keep current throughout the term of this Contract, all waste hauling, special waste hauling, disposal permits and insurance certificates issued by the applicable federal, state, City and other local governmental body and agency's Environmental Laws, including but not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response,

Compensation and Liability Act, the Department of Transportation Regulations, the Hazardous Materials Transportation Act, the Clean Air Act, and the Clean Water Act, the Illinois Environmental Protection Act, the Municipal Code of the City of Chicago, currently in effect, and as amended during the course of this contract period.

2. When requested by the Chief Procurement Officer, the Contractor must submit, copies of all required hauling permits as required by applicable Environmental Law. Copies of all permits and insurance certificates that require periodic renewal must be forwarded to the Chief Procurement Officer throughout the duration of this Contract. Non-compliance with this requirement may be cause for rejection of bid and/or termination of this Contract.

E. Disposal of Materials, Construction Debris, Soil and Waste:

1. The Contractor is responsible for the legal disposal of all materials, construction debris, soil and other waste items. Hauling and disposal by a subcontractor does not relieve the Contractor from the responsibility of legal disposal. Disposal of all materials, construction debris, soil, and other wastes will be at a disposal site that is properly licensed and permitted to accept the particular materials, construction debris, soil and other wastes delivered to it in accordance with all applicable Environmental Laws.
2. The Contractor must provide the Commissioner or his designated representative with copies of all dump tickets, manifests, bills of lading, scale tickets, etc. When requested by the Chief Procurement Officer, the Contractor will provide copies of all permits and/or licenses for the transfer station and/or landfill they are proposing. In the event the transfer station and/or landfill proposed for use by the Contractor does not possess the necessary permits and/or licenses to accept the materials, construction debris, soil, or other wastes, the Contractor will replace the transfer station and/or landfill submitted as part of their bid proposal at no additional cost to the City. If the Contractor is found disposing of materials, construction debris, soil or other wastes at a site which is not in compliance with all applicable laws, the Contractor will be responsible for all costs associated with the removal of the waste to a properly licensed/permitted landfill or disposal site at no additional cost to the City.
3. The Contractor accepts responsibility for being in compliance with all Environmental Laws and other applicable Federal, State, City and other local governmental and agency's laws, ordinances, rules, regulations and codes currently in effect and as amended during the course of this contract.
4. The Contractor must notify the Commissioner within twenty-four (24) hours of receipt, of any environmental problems, complaints, fines, citations, violations or issues, by any governmental body or regulatory agency against the contractor relating to the loading, hauling or disposal of materials, construction debris, soil and other wastes. The Contractor will provide evidence to the Commissioner that these problems and issues

have been satisfactorily addressed.

5. The Contractor must supply notice of any community meetings, media involvement or media coverage related to the loading, hauling or disposal of materials, construction debris, soil and other wastes under this contract in which Contractor is asked to participate.
6. The Contractor must provide periodic verification as requested by the Commissioner that all materials, construction debris, and other waste accepted by the Contractor, from the City of Chicago, has been disposed of in compliance with all applicable Environmental Laws.
7. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390	Dumping on public way	Violation	Penalty;
7-28-440	Dumping on real estate without permit;		
11-4-1410	Disposal in waters prohibited;		
11-4-1420	Ballast tank, bilge tank or other discharge;		
11-4-1450	Gas manufacturing residue;		
11-4-1500	Treatment and disposal of solid or liquid waste;		
11-4-1530	Compliance with rules and regulations required;		
11-4-1550	Operational requirements;		
11-4-1560	Screening requirements;		
11-4-1905	Construction or demolition site waste recycling; and		

any other sections listed in Section 11-4-1600(e), as it may be amended from time to time.

During the period while this Contract is executory, Contractor's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Contract, constitutes a breach of and an event of default under this Contract, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Contract, at law or in equity.

This section does not limit the Contractor's and its Subcontractors' duty to comply with all applicable federal, state, county and municipal Environmental Laws, in effect now or later, and whether or not they appear in this Contract.

8. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Contract, and may further affect the Contractor's eligibility for future contract awards.

F. Equipment and Environmental Control During Transport:

1. The Contractor must haul materials, construction debris, soil and other wastes in vehicles and/or containers complying with all applicable Environmental Laws. All equipment used to transfer materials; construction debris, soil and other wastes will be designed to prevent spillage during the hauling operation. Contractor's equipment will fully comply with all City, State and Federal regulations, laws and ordinances pertaining to size, load weight, and safety. The City will not be liable for any violation committed on the part of the Contractor in the handling, hauling, disposal or transportation (by any method) of materials, construction debris, soil and other waste. The Contractor must fully comply with all applicable Environmental Laws, including but not limited to the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Department of Transportation Regulations, the Hazardous Materials Transportation Act, the Clean Air Act, and the Clean Water Act, the Illinois Environmental Protection Act, the Municipal Code of the City of Chicago, currently in effect and as amended during the course of this contract period.

G. Environmental Records and Reports:

The Contractor must prepare and maintain proper, accurate and complete records of accounts of all transactions related to the operations of this contract, including, but not limited to the following:

1. Vehicle maintenance records.
2. Safety and accident reports.
3. IEPA manifests.
4. Disposal records, including disposal site used, date, truck number, and disposal weight.
5. Permit documentation and all other documentation and transactions pertaining to all environmental rules and regulations.

H. Ultimate Disposal Site:

1. The Contractor will, at the time of submitting its bid or upon request by the Chief Procurement Officer, identify disposal site(s) or privately owned transfer station(s) to which he has contractual access and for which proper, sanitary landfill permits and/or licenses have been obtained.
2. Disposal sites submitted must be of sufficient capacity to insure acceptance of the volume of materials, construction debris, soil, and other wastes received for the period of this contract. The disposal site(s) must meet all applicable permitting, licensing and zoning requirements.

3. The Contractor must designate by name and location the disposal site(s) as supplemental information on the forms provided in the Contract Documents. Failure to identify disposal site(s) for materials, construction debris, soil and other wastes or to submit this information with its bid or when requested by the Chief Procurement Officer may be cause to reject the bid as non-responsive.
4. When requested by the Chief Procurement Officer, the Contractor must submit copies of all contractual agreements, sanitary landfill permits and/or licenses for those disposal site(s) proposed by the Contractor.

I. Open Dumping Prohibited:

The removal of all recyclable materials and garbage, refuse or other waste material, including but not limited to, broken concrete, bricks, rock, paving asphalt and incidental debris generated from all construction or demolition activities performed under this contract, must be transported to a facility that is zoned and permitted to accept such material pursuant to Section 11-4 of the City of Chicago Municipal Code and all other applicable Environmental Laws.

J. Services and Use Of Site:

1. Work Area: The Special Provisions may assign areas for the Contractor's Field Office staging areas and areas for material storage. If this assigned working area is not of sufficient size, the Contractor must secure other space away from the Project site at its own expense. The period of use of the assigned working area may not exceed the number of Calendar Days as specified in the Special Provisions or until Final Completion of the Project.
2. Temporary Services and Utilities:
 - a. General:
 - (1) The Contractor is responsible for arranging for and providing all general services and temporary facilities as specified herein and as required for the proper and expeditious prosecution of the Work. The Contractor must pay all costs for such general services and temporary facilities.
 - (2) Temporary connections for water, electricity, and heat (including installation, maintenance and removal of such facilities) will be at the Contractor's expense.
 - (3) The Contractor must pay the cost of all temporary utilities including, electricity, gas, water, and telephone during the construction period.

- (4) Payment for permanent utilities will be borne by the Contractor until Final Completion or Beneficial Occupancy, whichever comes first.
 - b. Water:
 - (1) The Contractor must provide temporary water connections as required for drinking and construction purposes.
 - (2) The Contractor will note that the Commissioner reserves the right to regulate the use of water, and may impose restriction on the use in the event water is being used carelessly by the Contractor.
 - (3) Water and facilities for obtaining water for sanitary purposes, drinking, mixing concrete and for all other purposes will be provided by and at the expense of the Contractor. The water must be obtained from the mains of the Chicago Water System, except as may be provided in the Detail Specifications. Except with special permission from the Commissioner and the Department of Water, connections for water will not be made to the City's fire hydrants.
 - c. Light and Power: The Contractor must furnish the electrical energy and must furnish and install all wiring, electrical services, lighting units, insulated supports for wiring and all other electrical equipment together with all other incidental and collateral Work necessary for the furnishing of the temporary power and lighting facilities for the Work to be done under this Contract, all at no additional cost to the City.
3. Temporary Heating During Construction:
 - a. The Contractor must provide temporary closures or enclosures for all exterior doors, windows, roof or other types of exterior openings as required to provide protection from the elements during construction. It is the Contractor's responsibility to keep water in pipes from freezing and to maintain temporary heat in areas where finish Work is being performed at not less than 50 degrees F. Finish work includes, but is not limited to: masonry, plastering, painting, millwork, and other temperature sensitive work. Heating period will be from approximately October 1 to May 30 unless conditions warrant otherwise.
 - b. The Contractor must furnish, install, operate and maintain all required temporary heating equipment, and will provide and pay all fuel costs. Oil fired or gas heating units will be self-contained units, which will be furnished, in sufficient number and adequate capacity to conform with the requirements for temporary heat stated above. Each oil-fired or gas-fired unit will be properly vented as required to dissipate noxious fumes and prevent discoloration of

building construction. Temporary electrical connection will be provided by the Contractor.

4. Temporary Construction Facilities:

- a. General: Unless otherwise specified, the following temporary construction and temporary facilities must be provided and maintained by the Contractor throughout the construction period and remove same at the completion of the Work.
- b. Toilets: The Contractor must provide portable chemical toilet facilities at the site for all workers employed on the Project as soon as construction operations commence. Toilet facilities must be serviced twice weekly, which will include draining tank, refilling, disinfecting the interior of each toilet unit, and keeping each unit stocked with toilet paper. Toilet facilities must be maintained during the term of the construction period and removed upon completion of the Work.

5. Contractor's Field Office:

- a. The Contractor must provide a temporary building or mobile type field office, for its own use, of such size and containing such equipment as its Contractor deems necessary to conduct the operations. The Field Office must be provided with a telephone for Contractor's superintendent and telephone for use by others during the entire period of construction.
- b. The Contractor's authorized agent must be present at its field office at all times while its Work is progress. Readily accessible copies of the Contract Documents, Contract Modifications and the latest approved working drawings and Shop Drawings must be kept at this field office.
- c. When required by the Special Provisions, the Contractor must supply the field office, furnishings, equipment, supplies and vehicles specified in the Special Provisions for the City's field supervision staff.

6. Working Space:

- a. The Contractor shall provide, on the premises, working space for its use and for each of its Subcontractors requiring on-site working space. The Contractor must also provide sufficient space for benches, tools, material storage and for such other purposes as may be required to properly perform and expedite the Work. Allocation of such Work areas shall be approved by the Commissioner.
- b. The Contractor must maintain, throughout the construction period, all Work areas in a clean and orderly condition and take whatever precautions may be

necessary adjacent to the Work. Where construction materials are to be stored or Work performed in working space outside a building, the Contractor must provide necessary protection for walks, pavement, etc. Any damage to Work due to improper protection must be cleaned, repaired, or replaced by the Contractor at no additional expense to the City.

7. **Parking Restrictions:**

- a. Except to the extent that the Commissioner has made parking otherwise available, the Contractor must, at all times, require its employees to park their automobiles in the customer parking lots at the Airport or at non-airport locations.
- b. The Contractor's and Subcontractor's employees must not at any time park their automobiles, no matter how short the duration, in any drive, road, or any other location within the boundaries of the Airport.
- c. The Commissioner may authorize parking at the Contractor's designated storage area if existing conditions permit.

8. **Project Sign:** A Project sign is to be erected by the Contractor, when required by Technical Specifications, at a location designated by the Commissioner. Upon project completion the sign must be removed by the Contractor. The Project sign will be constructed of treated exterior grade plywood; painted, installed and placed as directed by the Commissioner.

9. **Heaters:** in temporary offices and sheds must be properly installed and precautions taken to protect combustible walls, floors, and roof.

K. Storage:

1. **Storage of Materials:**

- a. If it is necessary to store materials, they must be protected in such a manner as to insure the preservation of their quality and fitness for the Work. All stored materials will be inspected at the time of use in the Work even though they may have been inspected and approved before being placed in storage. The Contractor must store materials in the areas provided as working areas by the Contract Documents. If no areas are provided, or if the areas provided are insufficient, the space required will be provided by the Contractor at its expense. Upon completion of the Work, storage sites and working areas must be cleaned and restored to their original condition by the Contractor at its expense.
- b. All materials and equipment must be received at the Work undamaged. The

Commissioner will have the right to reject any method of packing and shipping which, in the Commissioner's opinion, will not adequately protect the materials and equipment against damage while they are in transit or storage or which will damage existing structures.

- c. Only such materials and equipment as are necessary for the construction of the Work, as determined by the Commissioner, will be placed, stored, or allowed to occupy any space at the site of the Work. If gasoline, flammable oils, or other highly combustible materials are to be stored at the site, they will be stored in approved safety containers and placed where directed by the Commissioner. Compressed gas cylinders must also be properly secured and stored.
 - d. All materials or plant used in the construction of the Work must be so placed as to allow free access to all fire hydrants, water valves, gas valves, manholes that are part of electric, telephone and telegraph conduit lines and all fire alarm and police call boxes in the vicinity.
 - e. No material or equipment may be stored or staged on the Aircraft Operations Area without written permission from the Commissioner. If allowed, the material and equipment must be stored and/or staged subject to the directions of the Commissioner.
- 2 Storage Sheds: The Contractor and each Subcontractor must provide suitable watertight storage sheds for their own use as required. The Contractor and each Subcontractor must be responsible and pay for extending electric services to their storage shed; however, such electrical Work will be performed by an electrical Subcontractor. Materials stored in the open will be arranged in an orderly manner and properly protected.

L. Equipment and Falsework:

- 1. Equipment: All equipment owned or controlled by the Contractor, which is proposed to be used on the Work, must conform to the specifications for specific items of equipment. If not specified, equipment to be used on the Work is subject to the approval of the Commissioner.
- 2. Welding:
 - a. No welding, flame cutting, or other operations involving use of flame, arcs, or sparking devices, will be allowed without adequate protection.
 - b. All combustible or flammable material must be removed from immediate working area. If removal is impossible, all flammable or combustible materials will be protected with a fire blanket or suitable non-combustible shield to

prevent sparks, flames or hot metal from reaching flammable or combustible materials.

- c. The Contractor must provide necessary personnel and equipment to control incipient fires resulting from welding, flame cutting, or other sources involving use of flame, arcs, or sparking devices.
- d. All welders must be certified within the last eighteen months.
- e. A "Hot Work Permit", as listed in the Safety Manual must be displayed for all welding work.

3. Temporary Stairs, Ladders and Equipment:

- a. The Contractor must furnish and maintain all equipment such as temporary ladders, ramps, runways, hoists, scaffold, and similar items required for proper execution of Work. All such apparatus, equipment and construction will meet all requirements of federal, state and local laws concerning the safety and protection of employees. Also, any and all rules, regulations and directions of OMP or Aviation applicable thereto, and all other authorities having jurisdiction over same will be followed.
- b. No hoist, scaffolding or other equipment may be erected at such location as will interfere with or affect general construction or progress of other trades.
- c. Hoists, scaffolding or other equipment must be located at sufficient distance from exterior walls to prevent staining or marring of any permanent Work.
- d. All suspended scaffolding and staging must be lowered to ground level at the end of each workday.

4. Temporary Barricades and Enclosures:

- a. The Contractor must provide temporary barricades or enclosures as required during the progress of the Work to protect personnel and separate work areas from the balance of building and other areas.
- b. Temporary work screens or enclosures must be provided, erected and maintained by the Contractor, to separate pedestrian or vehicular traffic and building areas free of noise, debris, dirt, etc. resulting from this Work, including provisions of all required protection for passers by and building occupants against all danger of injury, as approved by the Commissioner.
- c. All protective measures must be erected and maintained in accordance with the

requirements of City, state and federal authorities and as directed by the Commissioner, inclusive of all night and warning lighting as hereinafter required under Section XV.B, "Airport Operations."

M. Cooperation Among Contractors:

1. Unless otherwise provided in the General Conditions, if separate contracts are let for Work within or adjacent to the Project site, each contractor must conduct its Work so as not to interfere with or hinder the progress of completion of the Work being performed by other contractors. The Contractor will be required to attend coordination meetings with adjacent contractors to coordinate work activities.
2. Each contractor involved will assume all liability, financial or otherwise, in connection with its contract, and must protect and save harmless the City, the Commissioner and/or his or her representatives from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of other contractors working within the limits of the same improvement. Each contractor must assume all responsibility for all Work not completed or accepted because of the presence and operations of other contractors.
3. The Contractor must arrange its Work and placement and disposal of the materials being used so as not to interfere with the operations of other contractors within or adjacent to the limits of the project site. The Contractor must join its Work with that of others in an acceptable manner and will perform it in proper sequence to that of others.

N. Injuries To Contractor's Employees:

Contractor agrees to assume entire liability for all bodily injury claims suffered by its own employees and its Subcontractors' employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon Worker's Compensation Act, court interpretations of said Act or otherwise; and agrees to indemnify and defend the City, the Commissioner and/or his or her representatives, City's design professionals and their respective agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnities may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. Contractor further agrees to require all of its subcontractors to agree to this contract provision. Post injury or accident drug and alcohol screening must be conducted as soon as possible after the incident. Results must be transmitted to the Commissioner within forty-eight (48) hours.

END OF XIV.

XV. AIRPORT SECURITY AND OPERATIONS

A. Airport Security and Badging:

1. This Agreement is expressly subject to 49 U.S.C. Chapter 449, Security, the provisions of which, and all rules and regulations promulgated thereunder, are hereby incorporated by reference. Contractor must comply, and must cause its subcontractors, guests and invitees to comply, with all such rules and regulations as they apply to them and any other applicable rules and regulations governing the conduct and operation of the City's Airport which may be promulgated from time to time by the TSA, the FAA, or the Commissioner of Aviation.
2. If Contractor, or any Subcontractor or individual employed by Contractor or Subcontractor, in the performance of this Agreement, has (i) unescorted access or regular escorted access to aircraft located on or at the City's Airport; (ii) unescorted access or regular escorted access to Airside, or (iii) capability to allow others to have unescorted access to Airside, Contractor is subject to, and further must conduct with respect to its Subcontractors and the respective employees of each, such investigations (including the submission of fingerprints to the City to conduct criminal history record checks) as the FAA, the TSA and the City may consider necessary. All such individuals that pass the requisite investigation will be required to participate in a security awareness program and will be issued an identification badge that must be visibly displayed at all times while on the AOA or other Airside areas of the Airport, consistent with federal requirements and Aviation regulations. They will further be required to report suspected security violations in accordance with rules and regulations promulgated by the Secretary of the United States Department of Transportation, by the Under Secretary of the TSA, and by the City. Failure to comply with applicable rules and regulations may result in administrative actions and/or judicial prosecution. The Contractor will be jointly liable for any fines imposed for violation of rules and regulations by its employees and those of its Subcontractors, guests, and invitees.
3. Airport Security Badges: Each person requiring regular access to Airside areas of the Airport must submit a signed, completed "Access Control Photo ID Badge and Fingerprint Application" to the Department of Aviation to receive an Airport Security Badge, which may include authorization to drive on the Aircraft Operations Area (AOA). The FAA, TSA, and City require employees of Contractors and all Subcontractors to provide fingerprints for a criminal history check conducted by the Federal Bureau of Investigation as a requirement to apply for an Airport Security Badge. Employees without proper credentials will be removed from the AOA or any secured area of the airport.
4. Airfield Access Vehicle Permits: In order for the Contractor to be issued Airfield Access Vehicle Permits for operation of a vehicle on the AOA, the Contractor must submit a "Company Vehicle Access Form – AIRFIELD". The Contractor is responsible for

requesting and completing these forms for all vehicles to be used on the Project site. Vehicles without proper credentials will be removed from the AOA or any secured area of the airport.

5. The following rules related to Security Badges, Vehicle Permits, Driver's Licenses must be adhered to:
 - a. Each person must wear and display an Airport Security Badge issued to that person on his or her outer apparel, above the waist, at all times.
 - b. Contractor must assure that its employees needing an ORD badge have met the security background checks and training requirements of the Airport Certification Manual and FAR Part 139. This includes, but may not be limited to:
 - i. 10-year employee background check (contractor responsibility)
 - ii. Finger printing (completed at ORD)
 - iii. AOA awareness training meeting the requirements of FAR Part 139.303(c).
 - iv. Vehicle driver testing (completed at ORD)
 - c. All individuals operating a vehicle on the AOA must be familiar and comply with motor driving regulations and procedures of the State of Illinois, the City of Chicago, and the Department of Aviation. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver Licenses. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Airport Security Badge that includes authorization to drive on the Airside. In order to receive a badge authorizing operation of a vehicle on the AOA, the individual must attend mandatory training and pass a written examination.
 - d. All vehicles and mobile construction equipment that are to be in use on the AOA for more than seven (7) days over the duration of the project must have an Airfield Access Vehicle Permit affixed to the vehicle at all times while operating on the AOA. All vehicles and construction equipment are subject to search as they enter the AOA or any time thereafter. In addition, all required City stickers and State Vehicle Inspection stickers must be valid.
 - e. Escorted vehicles or equipment that will be in use on the AOA for less than seven (7) days over the duration of the Project that do not have an Airfield Access Vehicle Permit are required by the TSA to be inspected as they enter the AOA.
6. Access to the Work sites will be as shown or designated on the Contract Documents drawings. The Contractor will use only designated access gates, service roads or haul roads while on Airport property.

7. Whenever the Contractor receives permission to enter airport property in areas that are not exit/entering points secured by Airport Security police, the Contractor will be required to provide gates that comply with Airport design and construction standards. Two (2) bonded security guards will be required at the gates when the gates are in use. Unless otherwise directed by the City, the locks and security guards will be provided by Airport Security. If Contractor is required to provide security guards, Contractor's failure to provide the necessary security will result in an immediate closure by Airport personnel of the points of access. No extension of time will be allowed for the execution of Work if the Contractor is required to gain access through Airport Security exit/entry points.
8. The Commissioner will determine areas in which the Contractor may stockpile materials, and park equipment, or vehicles, and any conditions related thereto.
9. Damage to any security fencing, gates, or alarms caused by the Contractor must be immediately reported to the Commissioner, must be manned by a bonded security guard of the Contractor until restored, and must be restored to its original condition within an eight (8) hour period from the time of notice given by the Commissioner.
10. Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Commissioner and must be manned by a bonded security guard of the Contractor on a twenty-four (24) hour basis during the period of temporary removal and must be restored to its original condition when construction is completed.
11. Weapons, alcohol, illegal drugs, or other contraband are not allowed on the Airport.
12. All Contractor's personnel and vehicles working within the airport security limits will be properly identified. All Airfield Access Vehicle Permits and Airport Security Badges will be issued to the Contractor by the Commissioner, as required. Return of all Permits and Badges to the Commissioner after completion of the Project is the responsibility of the Contractor. Final Contract Payment will not be made until all Permits and Badges issued have been returned to Department of Aviation at the Airport.
13. The Contractor must place signage that identifies the Project and bid package on all vehicles and equipment used at the Airport. The size of the signage and information to be provided will be determined by the Commissioner.

B. Airport Operations:

1. The Airport will be in operation while construction under this Contract is taking place. Time and coordination of the Work is an essential feature of this Contract, and the Commissioner will require the completion of all Work herein specified so as to offer the least obstruction and/or impediment to Airport traffic and the general operation of the Airport. All existing utilities serving the Airport will remain in continuous operation

during the prosecution of the Work. The Commissioner reserves the right to place sections of the Work required under this Contract in use upon written direction to the Contractor.

2. The Contractor's attention is called to the fact that existing runways, taxiways, vehicular roadways, loadways, loading aprons, and passenger right-of-ways at the Airport are being used for scheduled and unscheduled aircraft. Arrivals and departures are under the control of the FAA Air Traffic Control Tower. Use of the Airport by all aircraft and Airport Operations will have precedence over all Contractor's operations.
3. The Contractor must cooperate fully with the Department of Aviation Airport Operations, the Commissioner, and the Commissioner in all matters pertaining to public safety and airport operations. No compensation will be allowed for any delays as a result of Airport Operations, which require that Work must be interrupted or moved from one part of the site to another.
4. Prior to start of the Project, the Commissioner will provide specific requirements and/or instructions, which are applicable to the particular building site areas.
5. The Contractor must not permit or allow its employees, subcontractors, material suppliers, invitees or any other persons over whom the Contractor has control to enter or remain upon, or to bring or permit any equipment or materials to remain upon, any part of the runways, taxi-ways, vehicular roadways, aprons, and passenger right-of-ways if any hazard to aircraft or to airport maintenance and operation, on or off the ground, would be created in the opinion of either the Commissioner or the Department of Aviation Airport Operations.
6. The Contractor must plan its construction operations so that material, equipment, supplies, and working personnel necessary to do the Work will enter and leave the Contract site via the gates and routes designated on the Contract Documents. No personal vehicles will be permitted within the AOA. The Contractor will be responsible for the construction, repair, and/or maintenance of all haul roads to and from the designated entrance to various Work sites.
7. All equipment and materials on the AOA must be marked with red obstruction lights, of a type acceptable to the Commissioner and Airport Operations. All obstruction lights will be kept on continuously, twenty-four (24) hours a day, seven days a week.
8. Each vehicle and piece of equipment on the AOA must have a yellow rotating beacon or strobe light, in all operation at all times, mounted on the roof.
9. The Contractor, through the Commissioner and (Department of Aviation and FAA) Airport Operations personnel, must be in constant communications to insure safe operations on the AOA. The Contractor will notify the Commissioner forty-eight (48)

hours prior to requesting the closing of any area so that the Airport Operations personnel can be properly coordinate the activities of the Airport and the Contractor.

10. All Vehicles and equipment must be kept within the work areas established for that work shift unless traveling to or from the project site. Under no circumstances shall vehicles or equipment be parked outside these areas. At no time shall any vehicles be parked or operate within one hundred thirty-one (131) feet of the centerline of any operational taxiway segment or within two hundred (250) feet of the centerline runway during any work shift. At no time shall any vehicles or equipment be parked within one hundred sixty (160) feet of the centerline of an operational taxiway segment or within four hundred (400) feet of the centerline of an operational runway (object free area) during periods other than the work shifts.
11. The Contractor must maintain existing utilities in operation at all times except when specific permission is given by the Commissioner to shut down such utilities for the purpose of making connections thereto. When such utility service must be taken out of operation, the Contractor will notify the Commissioner at least two (2) weeks in advance of such time, and will obtain the Commissioner's approval for such shut down prior to interrupting the service. Interruption of service on all utilities will be kept to an absolute minimum, and the Commissioner will have the right to require the Contractor to perform Work which occasions such interruptions in stages in order to reduce time of each interruption. Interruptions in electrical services and the length of services outage will be kept to a minimum and in any case service must be placed in operation prior to sunset of the same day.
12. The Contractor must take the utmost care in construction operations such as trenching, jacking of pipe and casing, excavations of all types, grading and movement of vehicles over and around FAA facilities, equipment and structures. All such facilities are critical to the operation of the air traffic control function of the Airport. Failure of these facilities due to construction activity would be dangerous. The FAA regards the prospect of this event with the utmost gravity. IT MUST NOT HAPPEN.
13. Any cable or other existing utility lines that is damaged during the performance of this Contract must be repaired immediately by the Contractor, under the Commissioner's direction and at the Contractor's expense. During the period of time that the above types of cables or utilities are out of service due to the Contractor's operations, all Work must be suspended unless otherwise directed by the Commissioner. The Commissioner may order, in writing, the Contractor to halt all operations until service is restored. The Contractor will not be allowed to make claims for extra costs or time extensions due to stoppages of the Work based on the Commissioner's order.
14. Open trenches and excavations at the construction site must be prominently marked with barricades and lighted with flashing or steady burning red or yellow obstruction lighting as directed by the Commissioner and of a type acceptable to the Commissioner.

- The lighting must remain on twenty-four (24) hours a day, seven (7) days a week. Under no circumstances are flare pots to be used.
15. The Contractor must provide and maintain lighted barricades and all signs required to control construction traffic. The exact location and spacing of all barricades will be determined by the Commissioner. Lights on barricades must be double faced or omnidirectional with flashing red lights.
 16. All the Work under this Contract is in restricted areas. The Contractor cannot cross any active runways or taxiways to deliver materials or workers without escorts and expressed permission of the Commissioner. The Contractor's attention is called to the fact that access to certain contract areas may be limited and/or refused for limited periods of time. The Contractor must cooperate with Airport authorities to keep the Airport in operation.
 17. No requirements of this Contract with respect to precautions required or omitted will be deemed to limit or impair any obligations assumed by the Contractor under or in connection with this Contract. The Contractor must at all times maintain adequate protection to safeguard aircraft, the public, and all persons engaged in the Work without interference with aircraft, the public, and maintenance or operations of the Airport.
 18. Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor and all Subcontractors, material suppliers, laborers, invitees and all other persons under the control of the Contractor must immediately comply, strictly and faithfully, with any and all rules, regulations and directions which the Commissioner, from time to time, issues during the life of this Contract with regard to safety, security, maintenance, and operation of the Airport.
 19. Contractor must use "Airport Barricades" as shown on the Contract Drawings to prevent Aircraft from entering construction areas.
 20. All cranes or booms used for construction Work must be lowered to ground level during all hours of darkness and during all daylight hours when the aircraft ceiling is below the minimums specified in the **"FAA 7460 airspace study response letter"** and moved four hundred (400) feet from the runway centerline, and one hundred sixty-one (161) feet from the taxiway centerline, and aprons as directed. The Contractor must lower any cranes or booms when notified by Airport Operations personnel.
 21. Attention must be given to reduce the noise of heavy construction equipment and to the control of dust, smoke and fumes from construction equipment and other operations on the Work site and the dirt and noise created by heavy truck operations in accordance with ordinances of the City and orders of the Commissioner. The discharge of oily, greasy and/or chemical materials or Hazardous Materials into waterways or City

sewers will not be permitted.

22. The Contractor must establish a proactive Foreign Object Debris (FOD) Program including monitoring the Work Site on a continuous basis to prevent FOD from entering the AOA.

C. Construction Notices to Federal Aviation Administration:

1. The OMP will submit a preliminary Federal Aviation Administration Form 7460-1.
2. The Contractor must cooperate with the OMP in the preparation and filing of the final Federal Aviation Administration FAA Form 7460-1 including the heights and locations of equipment to be used for the construction.
3. The Contractor will submit the final Federal Aviation Administration, FAA Form 7460-1, required for notice of proposed construction, including heights and locations of equipment to be used for the construction on or near an airport under Part 77, of the "Regulations of the Federal Aviation Administration" on or before the date of the Notice to Proceed.
4. The OMP will also file with the Federal Aviation Administration on or before the date of the Notice to Proceed, a notice advising the exact date of commencement of Work.
5. Upon receipt of the Notice to Proceed, it is the Contractor's responsibility to obtain from the Commissioner a copy of the Federal Aviation Administration's acknowledgment of the filing of FAA Form 7460-1 and a copy of the Work commencement date advisory notice aforesaid. No Work will be performed by the Contractor until it is in receipt of the foregoing documents, unless otherwise allowed by the Commissioner.

D. Confidentiality of Project Data:

Unless agreed otherwise by the Commissioner in writing, all Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to or by Contractor in connection with this Contract (collectively, "Project Data") are property of the City and are confidential. Contractor agrees that, except as specifically authorized by the Commissioner in writing or as may be required by law, Project Data will be made available only to the Commissioner, her designees, and, on a need-to-know basis, Contractor's employees, Subcontractors, material suppliers and consultants. Contractor acknowledges that Project Data may contain information vital to the security of the airport ("Airport Security Data") and may be subject to the requirements of 49 CFR Parts 15 and 1520. If Contractor fails to safeguard the confidentiality of Airport Security Data, Contractor is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity, in its sole discretion, determines to be necessary as a

result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All Subcontracts or purchase orders entered into by the Contractor, with parties providing material, labor or services to complete the Work, must contain the language of this section. If the Contractor fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

END OF XV.

XVI. INSURANCE, INDEMNITY AND BONDS

A. Indemnity:

See GP Section 2.1.6, Indemnity.

B. Performance and Labor & Material Payment Bonds:

See GP Exhibit 5 – Insurance and Bonding Requirements.

C. Insurance:

See GP Exhibit 5 – Insurance and Bonding Requirements.

END OF XVI.

XVII. CLAIMS AND DISPUTES

A. Claims:

1. This provision of the Contract applies to Change Claims under Article X and all other claims made under the Contract (collectively, "Claims").
2. Any Claim made by the Contractor regarding the Project must be made in accordance with the requirements stated below.
 - a. The Contractor expressly consents to both the time requirements and notice content requirements for making the Contractor's a Claim or Dispute under this Article XVII. The Contractor acknowledges that the notice requirements set forth in this Article XVII will be strictly enforced and agrees that any failure on the part of the Contractor to provide notice strictly in accordance with the requirements of this Article XVII will constitute a waiver of the Contractor's right to make a Claim or submit a Dispute to the Chief procurement Officer. The Contractor further understands and agrees that, notwithstanding any case law decision to the contrary, the notice requirements of this Article XVII will not be subject to or diminished by any assertion on the part of the Contractor that the Commissioner or Chief Procurement Officer or any person acting on behalf of either of them had actual or constructive knowledge of any Claim or Dispute or any facts or circumstances supporting any such Claim or Dispute.
 - b. The Contractor must provide Notice of Claim in writing to the Commissioner of any Claim for changed site conditions as required by Article III.D.
 - c. The Contractor must provide Notice of Claim in writing to the Commissioner of any Change Claim as required by Section X.G.
 - d. The Contractor must provide Notice of Claim in writing to the Commissioner of any claim related to time as required by VIII.B.
 - e. The Contractor must provide a Notice of Claim in writing to the Commissioner of any other Claim that may be made, within five (5) days after starting the Work that is affected by the Claim. The Notice of Claim shall be referenced as a "Notice of Claim-Related Work" and must state the nature of the claim, the Work that is affected by the Claim, and the anticipated duration of the Work.
 - f. If the Contractor and Commissioner are unable to agree on the adjustment of Contract Price and/or Contract time in connection with a Notice of Claim, the Contractor must, within fifteen (15) days of completing the related Work, provide written notice to the Commissioner of the amount of adjustment in Contract Price and/or Contract time sought by the Contractor and the

contractual and factual basis for each. The Contractor will also designate this document "Notice of Claim".

- g. The Commissioner will, within thirty (30) days from the date of receipt of a Notice of Claim, respond by: requesting a meeting with the Contractor; making a written request for additional information from the Contractor including but not limited to a general statement of the basis for the Notice of Claim, the facts underlying the Notice of Claim, the notice to the Commissioner of the event that gave rise to the Notice of Claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the Notice of Claim; taking other action to attempt to resolve the Notice of Claim; and/or advising the Contractor in writing that it should file a Claim with the Commissioner. Any steps taken by the Commissioner to resolve the Notice of Claim will not exceed sixty (60) days from receipt of the Notice of Claim unless the Contractor agrees to an additional amount of time in writing. The Contractor and Commissioner may agree on a proposed adjustment of Contract Price and/or Contract time in resolution of a Notice of Claim, which proposal is subject to approval by the City in a Contract Modification under the requirements of Section X.D. If the Notice of Claim cannot be resolved between the Contractor and the Commissioner within the time frame stated in Section X.G.3 for a Notice of Claim for a Change Claim or Section XVII.A.2.f for all other Notices of Claim, the Contractor must file a Claim with the Commissioner within ten (10) days of being advised to do so by the Commissioner.
- h. The Claim will include: a general statement of the basis for the Claim, the facts underlying the Claim, a copy of the Notice of Claim to the Commissioner of the event that gave rise to the Claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the Claim. The claim must be certified by the Contractor. A "certified claim" shall be made under oath by a person duly authorized by the claimant, and shall contain a statement that:
 - 1. The claim is made in good faith;
 - 2. The claim's supporting data are accurate and complete to the best of the person's knowledge and belief;
 - 3. The amount of the claim accurately reflects the amount that the claimant believes is due from the City; and
 - 4. The certifying person is duly authorized by the claimant to certify the claim.
- i. The Commissioner has fifteen (15) days from receipt of the Claim to render a written "final decision of the Commissioner" stating the Commissioner's factual and contractual basis for the decision. However, the Commissioner may take an additional period, not to exceed ten (10) days, to render the "final decision". If

the Commissioner does not render a "final decision of the Commissioner" within the prescribed time frame, then the claim should be deemed denied by the Commissioner.

- j. After receiving the Commissioner's final decision, the Contractor must either accept the final decision of the Commissioner or must file a Dispute with the Chief Procurement Officer within thirty (30) days in accordance with Section XVII.B, "Disputes".
- k. If the Contractor accepts a final decision of the Commissioner which includes an adjustment in Contract Price and/or Contract time, it is subject to execution of a Contract Modification in accordance with Section X.D.
- l. If the Contractor does not accept a final decision of the Commissioner and fails to file a Dispute with the Chief Procurement Officer within thirty (30) days, it will constitute a waiver of the Claim and Dispute. In the event of such waiver, the Commissioner may file a Dispute, pursuant to Section XVII.B., with the Chief Procurement Officer seeking a final decision as to the Claim.

B. Disputes:

See GP Section 2.4, Contract Disputes.

END OF XVII.

XVIII. EVENTS OF DEFAULT AND TERMINATION

See GP Section 2.6, Events of Default and Termination.

END OF XVIII.

XIX. COMPLIANCE WITH ALL LAWS

Contractor must comply with all Federal laws set forth in GP Section 2.3.

A. General:

The Contractor will at all times observe and comply, and will cause its Subcontractors to observe and comply, with all applicable federal, state and local laws, ordinances, rules, regulations, and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of the Contract. Provision(s) required by law ordinance, rules, regulations, or executive orders to be inserted in this Contract will be deemed inserted, whether or not they appear in this Contract, or, upon application by either party, this Contract will forthwith be physically amended to physically make such insertion; however, in no event will the failure to insert such provision(s) prevent the enforcement of such provision(s) or this Contract.

B. Airport Rules and Regulations:

The Contractor will comply, and will use all reasonable efforts to cause its workers Subcontractors, guests, and invitees to comply, with all rules and regulations governing the conduct and operation of the Airport, which may be promulgated from time to time by the Commissioner.

C. Human Rights:

1. Non-Discrimination:

a. The Contractor in performing under the Contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, age, mental or physical handicap unrelated to ability to perform sex, sexual orientation, marital status, ancestry or national origin, nor otherwise commit an unfair unemployment practice. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated without regard to their race, creed, color, religion, age, mental or physical handicap unrelated to ability to perform sex, sexual orientation, marital status, ancestry or national origin during unemployment. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post, or cause to be posted, in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. The Contractor or Subcontractor shall not discriminate on the basis of race,

color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the City deems appropriate.

- c. No person in the United States will, on the grounds of race, creed, religious belief, age, sex, sexual orientation, marital status, citizenship as applicable, political affiliation, national origin or ancestry, physical or mental handicap unrelated to ability to perform, or unfavorable discharge from military service, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract.
- d. During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following requirements of the Civil Rights Act of 1964, Title VI:
 - (1) Compliance with Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination. The Contractor, with regard to the Work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- (4) Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the Contract, in whole or in part.
 - (6) Incorporation of Provisions. The Contractor shall include the provisions of subparagraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the Sponsor to enter into such litigation to protect the interests of the Sponsor and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- e. The Contractor will comply with all applicable federal, state, and local non-discrimination laws, ordinances, rules and regulations and executive orders including without limitation:
- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. Provision 2000d), and the regulations issued pursuant thereto, which provides that no person in the United States will, on the basis of race, color, or national origin, be excluded from participation under any program or activity for which the

City receives federal financial assistance and the Contractor will immediately take any measures necessary to effectuate this assurance.

- (2) Title VII of the Civil Rights Act of 1964 (42 U.S.C. Provision 2000e) which prohibits discrimination in employment.
- (3) The Age Discrimination Act, as amended (42 U.S.C. Provisions 6101-6016), and the regulations issued pursuant thereto, which provides that no person will on the basis of age be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with federal financial assistance.
- (4) Provisions 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793-794), and the regulations issued pursuant thereto, which provides that no person will on the basis of age be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with federal financial assistance.
- (5) Executive Order 11246, as amended by Executive Orders 11375 and 12084, and all regulations issued pursuant thereto, which provides that no person will be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted contracts. The Contractor will take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship. The Contractor agrees that if it fails or refuses to comply with these undertakings, the Commissioner may take any or all of the following actions: terminate or suspend in whole or in part the Contract; withhold compensation to the Contractor with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.
- (6) Provision 520 of the Airport and Airway Improvement Act of 1982 (49 USC 47123), which provides that the Contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide,

or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

- (7) The Contractor further agrees that it will refrain from entering into any agreement subject to Executive Order 11246 of September 24, 1965, with Subcontractors debarred from, or who have not demonstrated eligibility for, Federal contracts and Federally-assisted construction contracts pursuant to the Executive Order.
- (8) The Contractor further agrees that it will be bound by the equal opportunity clause and other provisions of 41 CFR Part 60, implementing the above-referenced Executive Orders, with respect to its own employment practices.
- (9) The provisions of 775 ILCS 10/0.01 et seq., as amended, prohibiting discrimination in public Contracts and incorporating the Illinois Human Rights Act, 775 ILCS 5/101 et seq. of the Illinois Revised Statutes, as amended, will apply.
- (10) The provisions of the Human Rights Ordinance, of the Municipal Code of Chicago, as amended, will apply.
- (11) Contractor will comply with all Rules and Regulations of FAA Circular No. 150/5100 15A.

D. Affirmative Action, Equal Employment Opportunity, Goals and Timetables:

- 1. General: Contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person will on the grounds of race, creed, color, national origin, or sex be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. Contractor assures that no person will be excluded on these grounds from participation in or receiving the services or benefits of any program or activity covered by this subpart. Contractor assures that it will require that its covered suborganizations provide assurance to Contractor that they similarly will undertake affirmative action programs and they will require assurances

from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

2. Notice of Requirement for Affirmative Action (41 CFR Part 60-2 and Executive Order 11246):

- a. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Minority Group	Female
Employment Goal	Employment Goal
for each trade = 19.6%	for each trade = 6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the coverage area. If the Contractor performs construction work in a geographical area located outside of the covered area, it will apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 will be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract and in each trade; and the Contractor will make a good faith effort to employ minorities and woman evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals will be a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- b. The Contractor will provide written notification to the Commissioner of the Office of Federal Contract Compliance Programs (U.S. Department of Labor, Office of Federal-Contract Compliance, Programs, 230 South Dearborn Street, 39th Floor, Chicago, Illinois 60604) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract. The notification will list the name, address, and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the subcontract; estimated starting

and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

- c. As used in this provision, the term "covered area" includes the City of Chicago, Cook, DuPage, Kane, Lake, McHenry, and Will Counties (Standard Metropolitan Statistical Area).
3. Equal Employment Opportunity (41 CFR Part 60-1.4 and Executive Order 11246). During the performance of this contract, the Contractor agrees as follows:
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No., 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of

Labor for purposes of investigation to ascertain compliance with such rules, regulation, and orders.

- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Contractor will include the provisions of the above Paragraphs (a) thorough (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor as a result of such direction by the City or FAA, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
4. Standard Federal Equal Employment Opportunity Construction Contract Provisions (41 CFR Part 60-4.3 and Executive Order 11246):
- a. As used in this provision:
 - (1) "Covered Area" means City of Chicago, Cook, DuPage, Kane, Lake, McHenry, and Will Counties (Standard Metropolitan Statistical Area).
 - (2) "EEO Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the EEO Director delegates authority;
 - (3) "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - (4) "Minority" includes:
 - (a) Black (all persons having origins in any of the Black African racial

groups not of Hispanic origin); and

- (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race); and
 - (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- b. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the Work involving any construction trade, it will physically include in each subcontract in excess of ten thousand dollars (\$10,000) these provisions and a notice which contains the applicable goals for minority and female participation set forth in this Contract.
- c. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) will be in accordance with the Plan for those trades which have unions participating in the Hometown Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Hometown Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Hometown Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Hometown Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Hometown Plan goals and timetables.
- d. The Contractor will implement the specific affirmative action standards provided in Section XIX.D. of the General Conditions. The goals set forth in this Contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract will apply the minority and female goals established for

the geographical areas where the Work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting in goals in each craft during the period specified.

- e. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or woman will excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- g. The Contractor will take specific affirmative actions to ensure equal opportunity. The evaluation of the Contractor's compliance with these specifications will be based upon its effort to achieve maximum results from its actions. The Contractor will document these efforts fully, and will implement affirmative action steps at least as extensive as the following:
 - (1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor will specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractors obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record for the organization's responses.

- (3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.
- (4) Provide immediate written notification to the Commissioner when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor will provide notice of those programs to the sources complied under Section XIX.D.4.g.(2) above.
- (6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy of bulletin boards accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under those specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record will be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- (8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- (9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving in the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor will send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- (14) As required by Executive Order 11246 and 41 CFR Part 60 – 1.8, the Contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities or company activities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities or company activities are maintained. The Contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities or company activities at any of his establishments and that she or he will not permit his employees to

perform their services at any location under his control where segregated facilities or company activities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract.

- (a) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (\$10,000) which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.
 - (b) Separate or single-user toilet and necessary changing facilities will be provided to assure privacy between the sexes.
 - (c) Contractor will provide this notice to Prospective Subcontractors regarding the requirements for Certification of Non-Segregated Facilities: (1) A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding ten thousand dollars (\$10,000), which is not exempt from the provisions of the Equal Opportunity Clause; and (2) Contractors receiving subcontract awards exceeding ten thousand dollars (\$10,000) which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective Subcontractors for supplies and construction contracts where the subcontracts exceed ten thousand dollars (\$10,000) and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
- (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female

contractor associations and other business associations.

- (16) Conduct a review, at least annually, of all supervisors, adherence to and perform under the Contractor's EEO policies and affirmative action obligations.
- h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations Section XIX.D.4.g(1) through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Section XIX.D.4.g(1) through (16) of these Specifications, provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation will not be a defense for the Contractor's noncompliance.
- i. A single goal for minorities and a separate single goal for women have been established. The Contractor, however is required to provide equal employment opportunity and to make affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.)
- j. The Contractor will not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- k. The Contractor will not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- l. The Contractor will carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any

Contractor who fails to carry out such sanctions and penalties will be in violation of these specifications and Executive Order 11246, as amended.

- m. The Contractor, in fulfilling its obligations under these specifications, will implement specific affirmative action steps; at least as extensive as those standards prescribed in paragraph (g) of this provision, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or this provision, the EEO Director will proceed in accordance with 41 CFR 60-4.8.
- n. The Contractor will designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records will at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- o. Nothing herein provided will be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program.)

E. Illinois Human Rights Act:

The Contractor will comply with the provisions of the Illinois Human Rights Act, 775 ILCS 5/101 et seq., as amended, and the rules and regulations of the Illinois Department of Human Rights.

F. Disadvantaged Business Enterprise:

- 1. The Contractor acknowledges and agrees that certain portions of the Project are being funded by federal grants and that the Project is therefore subject to the special conditions regarding Disadvantaged Business Enterprises, implementing Provisions 511(a) and 520 of the Airport and Airway Improvement Act of 1982, and Executive Orders 11625, 12138, 12432, and the regulations promulgated pursuant thereto, including without limitation 49 CFR 26. The Contractor agrees that, in the performance

of the Contract, it will abide by the "Special Conditions Regarding Disadvantaged Business Enterprise Commitment" attached hereto and included in the proposal.

2. Contractor is encouraged to utilize financial institutions owned and controlled by socially and economically disadvantaged individuals. Use of such institutions may be considered by the City as evidence of Contractor's willingness to do business with DBEs. Information about such institutions is available in the City of Chicago's DBE Program document, which is available on-line at www.cityofchicago.org/Purchasing; a hard copy of the DBE Program document is available at the City of Chicago, Procurement Services, Contracts and Supplies, City Hall, 121 N. LaSalle, Room 806, Chicago, IL 60602.

G. Base Wage Ordinance:

1. Section 2-92-610 of the Municipal Code of Chicago provides for a base wage for certain categories of employees, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated thereunder:
 - a. If the Contractor has more than twenty-five (25) full-time employees, and
 - b. If at any time during the performance of the contract the Contractor and/or any Subcontractor or other entity that provides any portion of the Services (collectively the "Performing Parties") uses twenty-five (25) or more full-time security guards, or any number of other full-time Covered Employees in the performance of the Services required by this Contract, then
 - c. The Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all work performed pursuant to the Contract.
2. The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in Sections 1.a through 1.c above are met, and will continue thereafter until the end of the Contract term.
3. Each July 1st, the "Base Wage" will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the "Base Wage" (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the

prevailing wages for Covered Employees are higher than the "Base Wage", then the Contractor must pay the prevailing wage rates.

4. The Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by the Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or Subcontractors to verify compliance herewith. Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three (3) years.
5. Not-for-Profit Corporations: If the Contractor is a corporation having federal tax-exempt status under Section 501 c(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then provisions of Section 1 through 4 above do not apply.

H. Davis-Bacon Act:

The Contractor agrees to comply and assures compliance with the requirements of 49 U.S.C. § 5333(a), the Davis-Bacon Act, 40 U.S.C. § 276 a(7), and implementing U.S. DOL regulation, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-Construction Contracts Subject to the Contract Work Hours and Safety Standards Act)", 29 C.F.R. Part 5. In addition to other requirements that may apply, the Contractor agrees to pay wages to laborers and mechanics performing contract work at a rate not less than the minimum wages specified in a wage determination issued by the U.S. Secretary of Labor and not less frequently than once a week. The Contractor agrees to place a copy of the current prevailing wage determination issued by the U.S. DOL in each solicitation for Subcontractor work under the Project, and agrees to refrain from awarding any affected subcontract until the subcontractor agrees to the required wage determination. The Contractor further agrees to report to FAA/FHWA every suspected or reported violation of the Davis-Bacon Act or its Federal implementing regulations.

I. Copeland "Anti-Kickback" Act:

The Contractor agrees to comply with the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874 and 40 U.S.C. § 276c, and U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States", 29 C.F.R. Part 3. In addition to other requirements that may apply, the Contractor agrees that it will not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which that employee is otherwise entitled. The Contractor further

agrees to report every suspected or reported violation of the Copeland "Anti-Kickback" Act or its Federal implementing regulations to FAA/FHWA.

J. No Exclusionary or Discriminatory Specifications:

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(b)(2) by refraining from using any Federal assistance to support subcontractors procured using exclusionary or discriminatory specifications.

K. Economic Disclosure Statement and Contractor's Affidavit ("EDS"):

1. Prior to Contract award: The Contractor must complete EDS(s) in which the Contractor (and its parent entities, if applicable) identifies all persons with 7.5% or more ownership interest and in which Contractor certifies (among other things) that the Contractor, its agents, employees, officers and any subcontractors: a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; b) do not owe any debts to the State of Illinois, in accordance with Section 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code and c) are not presently debarred or suspended from public contracts.
2. Updates: Until Final Completion of the Project, the Contractor must provide, without need for request by the City, an updated EDS(s) if there is any change in ownership or change in any other circumstance that would render the EDS(s) then currently on file inaccurate or obsolete. Failure to provide an updated EDS(s) when required is an event of default. Any change in ownership that is within the Contractor's reasonable control (such as the sale of an ownership interest in a non-publicly traded entity) is subject to the prior written consent by the Commissioner and Chief Procurement Officer, and Contractor's failure to obtain such prior written consent is an event of default. In the event of a change in ownership outside of the Contractor's reasonable control (such as acquisition of controlling interest in Contractor through purchase of shares on a public exchange), the City shall have the right to invoke the "Early Termination" provision if the Chief Procurement Officer determines such termination to be in the City's best interest.

L. Anti-Scofflaw (Section 2-92-380 of the Municipal Code):

1. In accordance with Section 2-92-380 of the Municipal Code of Chicago and in addition to any other rights and remedies (including any of set-off) available to the City of Chicago ("City") under the Contract, permitted at law or in equity, the City will be entitled to set off a portion of the Contract price or compensation due under the Contract, in an amount equal to the amount of the fines and penalties for each outstanding parking

violation complaint and /or the amount of any debt owned by the contracting party to the City.

2. For purposes of this provision, "outstanding parking violation complaint" means a parking ticket, notice of parking violation, or parking violation, or parking violation complaint on which not payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint, and "debt" means a specified sum of money owed to the City for which the period granted for payment has expired.
- 3 Notwithstanding Subsection #1, above, no such debt(s) or outstanding violation complaint(s) will be offset from the Contract Price or compensation due under the Contract if one or more of the following conditions are met:
 - a. The Contractor has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking complaints and/or debts owed to the City and the Contractor is in compliance with that agreement; or
 - b. The Contractor is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
 - c. The Contractor has filed a petition in bankruptcy and the debts owed in the City are dischargeable in bankruptcy.

M. Americans with Disabilities Act:

Any and all Work performed must comply with all federal, state, and local laws and regulations regarding accessibility standards for disabled or environmentally limited person including, but not limited to, the following: Americans With Disabilities Act, P.L. 101-336 (1990) and the Uniform Federal Accessibility Guidelines for Buildings and Facilities ("ADAAG") and, the Illinois Environmental Barriers Act, 410 ILCS 25/1 et. seq. (1991), and the regulations promulgated thereto at 71 Ill. Adm. Code Ch. 1, Sec. 400.100. In the event that the above cited standards are inconsistent, the Contractor will comply with the standard providing greater accessibility.

N. Section 2-92-586 of the Municipal Code:

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

O. False or Fraudulent Statements and Claims:

1. The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. § 3081 et. seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may take pertaining to the Contract. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claims, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledge that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the City or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

P. Disclosure of Ownership:

Pursuant to Chapter 2-154-010, 2-154-020 and 2-154-030 of the Municipal Code of the City of Chicago, any person, or business entity of agency submitting a bid proposal to or contracting with the City of Chicago will be required to complete Section I, Disclosure of Ownership Interests, in the EDS.

Q. Employment of Illinois Laborers on Airport Projects:

Contractor will use only Illinois Laborers in the performance of this Contract, to the extent: (i) required by the Employment of Illinois Laborers on Public Works Projects Act, 30 ILCS 570/0.01 et. seq. as amended from time to time and; (ii) otherwise permitted by law.

R. State Energy Conservation Plan:

The Contractor will comply with all standards and policies relating to energy efficiency and energy conservation plans issued by the State of Illinois in compliance with the Energy Policy and Conservation Act (Public Law 94-163), which are incorporated in this agreement by reference.

S. Environmental Requirements:

Without limiting the environmental requirements set forth in Article XIV, the Contractor

acknowledges and agrees that many federal and state Environmental Laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major federal Environmental Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. § 4321 et. seq.; the Clean Air Act, as amended, 42 U.S.C. § 7401 et. seq.; various sections of 29 U.S.C.; the Clean Water Act, as amended; various sections of 33U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 et. seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. § 9601 et seq. The Contractor also recognizes U.S. EPA, U.S. DOT and other agencies of the federal government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. The Contractor agrees to adhere to, and impose on its Subcontractors, any such environmental and resource conservation requirements as the federal government may now or in the future promulgate. Listed below are requirements of particular concern. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

1. Environmental Protection: The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. § 4321 et seq. in accordance with Executive Order No. 12898, A Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,@ 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council of Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969,as amended, 40 C.F.R. Part 1500 et. seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures", 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
2. Air Quality: The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. § 7401 et. seq., relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114, and all other applicable standards, orders, regulations and guidelines issued thereunder. Specificctor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act", 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans", 40 C.F.R. Part 93. The Contractor further agrees to report and require each Subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the City and the appropriate U.S. EPA Regional Office.
3. Clean Water: The Contractor agrees to comply with all the requirements of Section 308 of the Clean Air Act, as amended, 33 U.S.C. 1251 et seq., relating to inspection,

monitoring, entry, reports, and information, as well as all other requirements specified in Section 308 of the Acts, and all other applicable standards, orders, regulations and guidelines issued thereunder. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the City and the appropriate U.S. EPA Regional Office.

4. **List of Violating Facilities:** The Contractor agrees that any facility to be used in the performance of the Contract or Subcontract or to benefit from the Contract is not and will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the City if the Contractor receives any communication from the U.S. EPA that a facility to be used for the performance of or benefit from the contract is under consideration for inclusion on the List.

T. Buy American:

For Contracts funded in whole or in part under the Aviation and Safety Capacity Expansion Act of 1990 (the "Act") or the Airport Improvement Program, Contractor will comply with the requirements of Section 9129 of the Act, "Buy American", 40 U.S.C. 10a., and the regulations issued thereunder (49 CFR Part 661), which generally require that all steel and each manufactured product to be provided hereunder is produced in the United States unless otherwise approved by the FAA. Components of unknown origin are considered to have been produced or manufactured outside the United States. Fraudulent use of "Made in America" labels may result in ineligibility for Federal contracts pursuant to Section 9130 of the Act.

U. Foreign Trade Restrictions (49 CFR Part 30.13):

1. The Contractor or Subcontractor certifies that it:
 - a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United State Trade Representatives (USTR);
 - b. Has not knowingly entered into any contract or subcontract for this Project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
 - c. Has not procured any product nor subcontracted for the supply of any product for use on the Project that is produced in a foreign country on said list.
2. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 C.F.R. 30.17, no contract may be awarded to a Subcontractor who is

unable to certify to the above. If the Contractor knowingly procures or subcontracts for the supply of any product or service of foreign country on said list for use on the Project, the Federal Aviation Administration or the Federal Highway Administration may direct, through the City, cancellation of the Contract at no cost to the Government or City.

3. Further, the Contractor agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous.
4. The Contractor shall provide immediate written notice to the Sponsor if the Contractor learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Subcontractor agrees to provide written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.
5. This certification is material representation of fact upon which reliance was placed when making the Contract award. If it is later determined that the Contractor or any Subcontractor of any tier knowingly rendered an erroneous certification, the Federal Aviation Administration or Federal Highway Administration may direct, through the City, cancellation of the Contract or subcontract for default at no cost to the Government or City.
6. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. This certification concerns a matter within the jurisdiction of an agency of the United States of American and the making of a false, fictitious, or fraudulent certification may render the make subject to prosecution under Title 18, United States Code, Provision 1001.

V. Veterans Preference (49 USC 47112(c)):

The Contractor will insure that the following provision is inserted in all contracts entered into with any Subcontractors and labor organizations which furnish skilled, unskilled, and craft union skilled labor, or which may provide any material, labor, or services in connection with this Agreement:

“The Contractor will comply with the provisions of 330 ILCS 55/0.01 et. seq., which requires that a preference be given to veterans in the employment and appointment to fill positions in the construction, addition, or alternation of all

public works. In the employment of labor (except in executive, administrative, and supervisory positions) preference should be given to veterans of the Vietnam era and disabled veterans as defined in provision 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference will apply only where the individuals are available and qualified to perform the work to which the employment relates.”

W. Office of Inspector General and Legislative Inspector General (Chapter 2-56 and 2-55 of the Municipal Code):

1. It will be the duty of any bidder, proposer, contractor, all subcontractors and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, contractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code and with the Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-55. The Contractor understands and will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code of Chicago.
2. All Subcontracts or purchase orders entered into by the Contractor with parties providing materials, labor or services to complete the Work, must contain the following statement regarding Chapters 2-56 and 2-55 of the Chicago Municipal Code, Office of the Inspector General, and Office of the Legislative Inspector General, respectively. If the Contractor fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of these Sections are deemed to be incorporated in all Subcontracts or Purchase Orders:

“The Subcontractor, (material supplier or other entity) its officers, directors, agents, partners and employees must cooperate with the Inspector General and Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 or Chapter 2-55 of the Chicago Municipal Code and the Subcontractor (material supplier or other entity) understands and will abide by all provisions of these sections of the Municipal Code.”

X. Shakman Accord

1. The City is subject to the May 31, 2007 Order entitled “Agreed Settlement Order and Accord” (the “Shakman Accord”) and the June 24, 2011 “City of Chicago Hiring Plan” (the “City Hiring Plan”) entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

2. Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Contract are employees or subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.
3. Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.
4. In the event of any communication to Contractor by a City employee or City official in violation of Subsection 2 above, or advocating a violation of Subsection 3 above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Contractor will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to the Contract.

Y. Governmental Ethics Ordinance (Chapter 2 -156 of the Municipal Code):

1. Contractor must comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Provision 2-156-120 pursuant to which no payment, gratuity or offer of employment will be made in connection with any City contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated there with, as in inducement for the award of a subcontract or order.
2. Any contract negotiated, entered into, or performed in violation of any of the provisions of this chapter will be voidable as to the City.

Z. Business Relationships with Elected Officials:

1. Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this Contract shall be grounds for termination of this Contract. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.
2. Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such share, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

AA. Conflicts of Interest:

1. No member of the governing body of the City or other units of government and no other officer, employee, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Contract pertains, will have any personal interest, direct, or indirect, in this Contract. No member of or delegate to the Congress of the United States (pursuant to 41 U.S.C. § 22) or the Illinois General Assembly and no alderman of the City or City employee will be permitted to any share or part of this Contract or to any financial benefit to arise from it.
2. The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and subcontractors, presently have no interest and will acquire no interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of the Work

hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed. The Contractor agrees that if the City, by the Commissioner in his or her reasonable judgment, determines that any of Contractor's work for others conflicts with the Work, the Contractor will terminate such other services immediately upon request of the City.

BB. FHWA Buy America:

See GP Section 2.3.10, FHWA Buy America Requirements.

CC. Preference for Recycled Products:

To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in the Project pursuant to U.S. Environmental Protection Agency ("U.S. EPA") guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

DD. Cargo Preference-Use of United States Flag Vessels:

The Contractor agrees to comply with U.S. Marine Administration regulations, "Cargo Preference - U.S. Flag Vessels", 49 C.F.R. Part 381, to the extent those regulations apply to the Project. Specifically, the Contractor agrees to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

EE. Patent Rights:

1. General. If any inventions, improvement, material, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Project, and that invention, improvement, material or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify City immediately and provide a detailed report.
2. Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the City, Contractor, and the Federal Government pertaining to that invention, improvement, material, or discovery will be determined in accordance with applicable Federal and City laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier, (i.e., a large business, small business, non-profit organization, institution or higher education, individual, etc.) the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in

any invention resulting from the contract.

FF. Rights in Data and Copyrights:

1. **Definition.** The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Project administration.
2. **Federal Restrictions.** The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Federal Government, until such times as the Federal Government may have either released or approved the release of such data to the public.
3. **Federal Rights in Data and Copyrights.** Contractor agrees that any copyrightable subject data generated in performance of this Contract are deemed "works for hire" and the City or Federal Government will own all copyrights therein. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the City and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for City or Federal Government purposes, the types of other subject data described below. Without the copyright owner's consent, the City and Federal government may not extend their license to other parties.
 - a. Any subject data developed under the Contract to the extent that a copyright has not been obtained by the City or Federal Government; and
 - b. Any previously copyrighted subject data which the Contractor purchases with federal assistance.
4. **Special Federal Rights for Planning, Research, and Development Projects.** When the Federal Government provides financial assistance for a planning, research, development, or a demonstration Project, its general intention is to increase public knowledge rather than limit the benefits of the Project to participants in the Project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or a demonstration Project agrees that, in addition to the rights in data and copyrights set forth above, the City or Federal Government may make available to any third party, either a license in the copyright to the subject data or a copy of the subject data. If the Project is not completed for any reason whatsoever, all

data developed under the Project will become subject data and will be delivered as the City or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the City's use whose costs are financed with Federal transportation funds for capital projects.

5. **Hold Harmless.** Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the City and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition or any data furnished or used under the Contract. The Contractor will not be required to indemnify the City or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the City or Federal Government.
6. **Restrictions on Access to Patent Rights.** Nothing contained in this section on rights in data will imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
7. **Application on Materials Incorporated into Project.** The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the City and incorporated into the work.

GG. Licensing of General Contractors:

The Contractor must comply with all requirements of Chapter 4-36, Licensing of General Contractors, of the Chicago Municipal Code.

HH. Prohibition on Certain Contributions (Mayoral Executive Order No. 2011-4):

1. No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other

Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

2. Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.
3. Contractor agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fund-raising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fund-raising committee.
4. Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.
5. Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.
6. If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Contractor's bid.
7. For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fund-raising committee.

"Other Contract" means any other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal

property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

II. Federal Ineligible Contractors:

Contractor warrants and represents that Contractor does not appear on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

JJ. False Statements:

False statements made in connection with this Contract, including statements in, omissions from and failures to timely update the EDS, as well as in any other affidavits, statements or contract documents constitute a material breach of the Contract. Any such misrepresentation renders the Agreement voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such misrepresentation. In addition, the City may debar Contractor, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Contractor pursuant to Chicago Municipal Ordinance 1-21-010).

KK. Ineligibility to do Business with the City:

Failure by the Contractor any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-30 of the Municipal Code of Chicago shall be grounds for termination of this Contract.

LL. Project Labor Agreement:

Pursuant to an Ordinance passed by City Council, effective as of February 22, 2011, the City has entered into the Project Labor Agreement ("PLA"), which is hereby referenced and included in the Contract Documents, with various trades regarding projects as described in the PLA, together with a list of signatory unions. Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Work under this Contract, and shall comply in all respects with the PLA.

MM. Emissions Reduction (Section 2-92-595 of the Chicago Municipal Code)

For contracts for construction work of \$2,000,000 or more, the following applies:

- a) The Contractor must comply with the Clean Diesel Contracting Ordinance, Section 2-92-595 of the Municipal Code of Chicago.
- b) The Contractor and any Subcontractor(s) must utilize Ultra Low Sulfur Diesel Fuel (ULSD) for any heavy-duty diesel-powered vehicle, non-road vehicle or non-road equipment used in the performance of the Contract.
- c) The Contractor and any Subcontractor(s) must minimize idling of motor vehicles and non-road vehicles used in the performance of the Contract during periods of inactivity, and must comply with the anti-idling requirements imposed by any applicable federal, state, or local law.
- d) Any heavy-duty diesel vehicles, non-road vehicles and non-road equipment used in the performance of this Contract must incorporate such engine or retrofit technology so that the Contractor, through such engine or retrofit technology used directly by the Contractor and all subcontractors, shall have a minimum of 2.1 clean fleet score per a reporting period, as calculated by using the methodology described in MCC subsection 2-92-595(c)(5). Contractor may exclude from the calculation of the clean fleet score all of the heavy-duty diesel vehicles, non-road vehicles and non-road equipment used in the performance of the contract during a reporting period that are owned or leased by any firm that the CPO has granted a clean fleet score annual waiver certificate pursuant to MCC subsection 2-92-595 (f).
- e) The City may conduct an audit of the Contractor or inspect any vehicle or equipment used in the performance of the Contract to ensure compliance with the requirements specified above. In the event that Contractor or any Subcontractor fails to utilize ULSD or fails to minimize idling or comply with anti-idling requirements, Contractor will be subject to liquidated damages of \$5,000 per day for each violation and each day of noncompliance will be a separate violation; provided, however, the damages will not exceed \$50,000 for any one vehicle or piece of equipment, as specified in Section 2-92-595(e) of the Municipal Code of Chicago. Such liquidated damages are imposed not as a penalty but as an estimate of the damages that the City will sustain from delay in completion of the project and inspection and inspection and other enforcement costs, as well as the resultant damages to the public health of its citizens, which damages by their nature are not capable of precise proof. The City is authorized to withhold and deduct from monies otherwise payable to the contractor the amount of liquidated damages due to the City.

- f) Contractor understands that pursuant to Section 2-92-595(e)(6) of the Municipal Code of Chicago, any person knowingly making a false statement of material fact to any City department with respect to compliance with the contract provisions specified in Section 2-92-595(e) of the Municipal Code of Chicago may be fined not less than \$1,000 or more than \$5,000 for each statement.

NN. Duty to Report Corrupt or Unlawful Activity

Pursuant to MCC 2-156-018, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

OO. Equal Pay

The Contractor will comply with all applicable provisions of the Equal Pay Act of 1963, 29 U.S.C. 206(d) and the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, et seq., as amended, and all applicable related rules and regulations including but not limited to those set forth in 29 CFR Part 1620 and 56 Ill. Adm. Code Part 320.

END OF XIX.

XX. MISCELLANEOUS

A. General Provisions:

1. Counterparts: This Contract is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.
2. Amendments: No changes, amendments, modifications, cancellation, or discharge of this Contract, or any part thereof, will be valid unless in writing and signed by the parties hereto, or their respective successors and assigns, in accordance with all applicable laws.
3. Governing Law and Jurisdiction: This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. The Contractor hereby irrevocably submits, and will cause its Subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. The Contractor irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Contract in the jurisdiction set forth above.
4. Consent to Service of Process: The Contractor agrees that service of process on the Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor. The Contractor designates and appoints the representative identified on the signature page hereto under the heading "Designation of Agent for Service Process", as its agent in Chicago, Illinois, to receive on its behalf service of all process (which representative will be available to receive such service at all times), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by the Contractor to the City of the name and address of a new Agent for Service of Process who works within the geographical boundaries of the City of Chicago. Nothing herein will affect the right to serve process in any other manner permitted by law or will limit the right of the City to bring proceedings against the Contractor in the courts of any other jurisdiction.
5. Assigns: All of the terms and conditions of this Contract are binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

6. Co-operation by Parties: The parties hereby agree to act in good faith in the performance of this Contract and to co-operate with each other in the completion of the Work hereunder. The Contractor further agrees to implement such measures as may be necessary to ensure that its staff and its subcontractors will be bound by the provisions of this Contract. The City will be expressly identified as a third party beneficiary in the subcontracts and granted a direct right of enforcement thereunder.
7. Joint and Several Liability: In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Contractor will be the joint and several obligation or undertaking of each such individual or other legal entity.
8. No Third Party Beneficiaries: The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

B. Notices of Events of Default and Termination Under Article XVIII:

Notices of events of default and termination pursuant to Article XVIII will be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

1. If to the City:

Commissioner of Aviation, c/o O'Hare Modernization Program, P.O. Box 66848, 10510 W. Zemke Road, Chicago, Illinois 60666

With Copies to: The Chief Procurement Officer, 121 North LaSalle Street, City Hall, Room 806, Chicago, IL 60602

2. If to the Contractor:

The address identified on its Bid

With Copies to: The Surety

3. Notices delivered by mail will be deemed effective three (3) days after mailing in accordance with this section. Notices delivered personally will be deemed effective upon receipt. The addresses stated herein may be revised without need for modification or amendment of this Contract, provided written notification is given in accordance with this section.

C. Authority:

Execution of this Contract by the Contractor is authorized and signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If other than a sole proprietorship, Contractor must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity's rules and procedures.

D. No Waiver of Legal Rights:

1. Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver by the City of any portion of the Contract, or of any power herein reserved or any right of the City to damages herein provided.
2. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach. Whenever under this Contract the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to either the City's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Contract regardless of the number of time the City may have waived the performance, requirement, or condition.

E. No Federal Obligations to Third Parties:

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the grant agreement or cooperation agreement between the City and the Federal Government. Notwithstanding any concurrence provided by the Federal Government in or approval or any solicitation, agreement, or contract, the Federal Government continues to have no obligations to any party, including the Contractor.

END OF XX.

EXHIBIT 7 – FEDERAL-AID CONSTRUCTION CONTRACT PROVISIONS

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's

immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the

provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of

employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should

represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for

determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that

the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed,

as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity

requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.